

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

In re

CITY OF DETROIT, MICHIGAN,

Debtor.

Chapter 9

Case No. 13-53846

Hon. Thomas J. Tucker

**RETIRED DETROIT POLICE AND FIRE FIGHTERS ASSOCIATION'S  
MOTION FOR ENFORCEMENT OF SETTLEMENT AND EIGHTH  
AMENDED PLAN OF ADJUSTMENT**

The Retired Detroit Police & Fire Fighters Association (“RDPFFA”), and Donald Taylor, individually, and as President of the RDPFFA, (collectively the “RDPFFA Parties”), through their counsel, Lippitt O’Keefe Gornbein, PLLC, submit this Motion for Enforcement of Settlement and Eighth Amended Plan of Adjustment (“Motion”).

The RDPFFA Parties further state in support of the Motion as follows:

**GENERAL FACTS**

1. The RDPFFA acts as an advocate for its approximately 6,500 retired Detroit police and firefighter members.
2. The RDPFFA has been active in advocating for police and firefighter retirees since its inception over 50 years ago.

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3. The RDPFFA, through its President, Donald Taylor (together with counsel on three occasions), attended five restructuring meetings held by the City and led by attorneys from Jones Day.

4. The RDPPFA was active in the bankruptcy case and was a party to the mediation conducted by the Chief Judge Gerald E. Rosen.

5. The RDPFFA engaged in mediation sessions with City of Detroit representatives and counsel from Jones Day.

6. While the discussions in the mediation are confidential, the results are not. The RDPFFA and the City of Detroit came to an agreement on April, 15, 2014, and executed the "*City of Detroit Term Sheet for Settlement with Retired Detroit Police & Firefighters Association ("RDPFFA")*," on April 25, 2014. ("Term Sheet," Exhibit A).

7. The deal between the City and the RDPFFA "is [was] the first agreement that the City has reached with a group of its retired workers and is particularly significant as the RDPFFA is one of the City's oldest and largest employee associations, dating back to 1964." (Statement of Detroit Bankruptcy Mediators, April 15, 2014, Exhibit B).

8. As agreed in the Term Sheet, the RDPFFA prepared and circulated a letter to its membership in support of the City's Plan of Adjustment.

9. The RDPFFA supported the Plan in other ways as agreed in the Term Sheet.

10. The agreements reached between the RDPFFA and the City were summarized in the Term Sheet and incorporated into the Eighth Amended Plan of Adjustment, specifically PFRS Pension Claims (Class 10) and OPEB Claims (Class 12).

11. The Plan was overwhelmingly supported by retired police and firefighters as reflected by the 82% approval vote of Class 10 (uniformed retiree pension claims) and the 88% in approval vote of Class 12 (retiree healthcare). (Dkt. 8993, p 78).

12. The Eighth Amended Plan of Adjustment was confirmed. Judge Rhodes made his ruling on November 7, 2014. The Order Confirming Eighth Amended Plan for the Adjustment of Debts of the City of Detroit was entered on November, 11, 2014 (Dkt. 8272, “Confirmation Order”) and a supplemental written opinion confirming the plan was issued on December 31, 2014. *See* Trial Tr., Nov. 7, 2014, Dkt. No. 8257; Dkt. No. 8993).

13. The Plan “incorporates multiple key settlements that are the result of extensive arm’s length negotiations (often conducted within the context of Court-ordered mediation.)” (Dkt. 8272, ¶ 16).

14. The Court provides in the Confirmation Order that “[e]ffective as of the Confirmation Date, but subject to the occurrence of the Effective Date and subject to the terms of the Plan and this Order, all prior orders entered in the Chapter 9 Case, *all documents and agreements executed by the City* as authorized and directed

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thereunder...shall be *binding upon* and inure to the benefit of the City and *any other parties expressly subject thereto...*” (Confirmation Order, Dkt. No. 8272, §69, p 114, “Binding Effect of Prior Orders”) (Emphasis added).

15. The Effective Date of the Plan occurred on December 10, 2014. (Dkt. No. 8649).

16. The RDPFFA parties under the language of §69 of the Confirmation Order are entitled to the benefits of the Term Sheet that is binding upon the City. (Dkt. No. 8272).

17. During the bankruptcy case the City entered into a Master Agreement with the Detroit Fire Fighters Association (“DFFA”) for the years 2014-2019. (“DFFA Master Agreement”, Exhibit C). That Master Agreement contains a provision entitled *Medical Benefits for Catastrophic Duty Disability Retirements* and a sub-provision entitled *City Contribution*, which states:

b. The City will contribute the following amounts towards the cost of medical benefits for employees who are Totally and Permanently Disabled (“Disability Subsidy”)

i. On or before January 31, 2015 (and each subsequent January 31 during the term of this Agreement), the City will contribute a total sum of one hundred forty thousand dollars and no cents (\$140,000.00) to the COPS Trust VEBA to fund medical benefits for Totally and Permanently Disabled members in the bargaining unit. The COPS Trust VEBA shall create a sub-account and separately account for the contributions and earnings and losses thereon, for the DFFA’s Totally and

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Permanently Disabled members.

DFFA Master Agreement, §10(b), Exhibit C.

18. Under the DFFA Master Agreement, a retired firefighter that is “Totally and Permanently Disabled *and drawing a duty disability pension* as of the Effective Date of this Agreement” is eligible to receive the enhanced health care benefits.

Exhibit C, p 51.

19. The language of the DFFA Master Agreement makes it clear that a currently retired firefighter meeting the “Totally and Permanently Disabled” criteria is eligible to receive the benefits of the *City Contribution* referred to in the Master Agreement.

20. Paragraph 8 of the Term Sheet provides:

*Police* and firefighter retirees are entitled to the benefits of any other agreement entered into by the City of Detroit that covers such retired police and fire fighters and which is more advantageous to them than the terms of this agreement as it relates to Classes 10 (PFRS Pensions) and 12 (OPEB) (emphasis added).

21. The RDPFFA has fully performed its obligations under the Term Sheet.

22. Pursuant to paragraph 8 of the Term Sheet, the same such contributions must be made for the benefit of retired police officers who are Totally and Permanently Disabled.

23. The RDPFFA, through its counsel, has made attempts to resolve this issue with the City. The City declined to concur in the relief sought on March 9, 2015. Therefore, this motion is necessary.

WHEREFORE, the RDPFFA Parties respectfully request that the Court grant this Motion to enforce the RDPFFA Term Sheet; order the City to contribute \$140,000 annually for the term of the DFFA Master Agreement (and as renewed) for the benefit of totally disabled police retirees; the City Contribution to be separate from the VEBA contributions and administered by the COPS Trust; to award the RDPFFA all costs and fees incurred by having to bring this Motion to enforce its Term Sheet with the City; along with the Court granting any other relief it deems appropriate and just to achieve this end.

Dated: March 12, 2014

Respectfully submitted,

By: /s/ Ryan C. Plecha  
**LIPPITT O'KEEFE GORNBEIN, PLLC**  
Brian D. O'Keefe (P39603)  
Ryan C. Plecha (P71957)  
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## **LIST OF EXHIBITS**

<b><u>Exhibit</u></b>	<b><u>Description</u></b>
1	Proposed Order
2	Notice of Motion
3	Brief (None Required)
4	Certificate of Service
5	Affidavits (None)
6	Documentary Exhibits

# EXHIBIT 1



**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

In re

CITY OF DETROIT, MICHIGAN,

Debtor.

Chapter 9

Case No. 13-53846

Hon. Thomas J. Tucker

**ORDER ENFORCING RETIRED DETROIT POLICE AND FIRE  
FIGHTERS ASSOCIATION'S SETTLEMENT AND EIGHTH AMENDED  
PLAN OF ADJUSTMENT**

This matter coming before the Court on the Motion for Enforcement of Settlement and Eighth Amended Plan of Adjustment ("Motion") filed by the Retired Detroit Police & Fire Fighters Association ("RDPFFA"), and Donald Taylor, individually, and as President of the RDPFFA, (collectively the "RDPFFA Parties"); and the Court being fully advised in the premises:

IT IS HEREBY ORDERED THAT:

1. The motion is GRANTED.
2. The City shall contribute \$140,000 annually for the term of the DFFA Master Agreement (and for the duration of any Master Agreement renewals containing provisions for additional health care contributions for Totally and Permanently Disabled retired firefighters).
3. The additional City contribution shall be separate from the VEBA contributions and shall be administered by COPS Trust.

4. The City shall reimburse the RDPFFA for all costs and fees incurred in relation to enforcing its Term Sheet with the City.

It is so ordered.

Signed on March, \_\_\_\_\_

# EXHIBIT 2

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION (DETROIT)

In re:

CITY OF DETROIT, MICHIGAN

Debtor.

Chapter 9

Case No. 13-53846

Hon. Thomas J. Tucker

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**NOTICE OF RETIRED DETROIT POLICE AND FIRE FIGHTERS  
ASSOCIATION PARTIES' MOTION FOR ENFORCEMENT OF  
SETTLEMENT AND EIGHTH AMENDED PLAN OF ADJUSTMENT**

Retired Detroit Police and Fire Fighters Association Parties have filed a Motion for Enforcement of Settlement and Eighth Amended Plan of Adjustment in the above-captioned Chapter 9 bankruptcy case.

**Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)**

If you do not want the Court to grant the relief sought in the Motion, or if want the Court to consider your views on the Motion, then within **seventeen (17) days** (fourteen (14) days plus three (3) days for mailing) you or your attorney must:

1. File with the Court a written response or an answer, explaining your position at:<sup>1</sup>

United States Bankruptcy Court  
211 West Fort Street, 17<sup>th</sup> Floor  
Detroit, Michigan 48226

If you mail your response to the Court for filing, you must mail it early enough so the Court will **receive** it on or before the date stated above. All attorneys are required to file pleadings electronically.

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<sup>1</sup>

Response or answer must comply with F. R. Civ. P. 8(b), (c) and (e).

You must also mail a copy to:

Lippitt O'Keefe Gornbein, PLLC  
Ryan C. Plecha  
370 E. Maple, Third Floor  
Birmingham, MI 48009

2. If a response or answer is timely filed and served, the clerk will schedule a hearing on the Motion and you will be served with a notice of the date, time and location of the hearing.

**If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the Motion and may enter an order granting that relief.**

**LIPPITT O'KEEFE GORNBEIN,  
PLLC**

By: /s/ Ryan C. Plecha  
Ryan C. Plecha71957)  
370 E. Maple Road, Third Floor  
Birmingham, Michigan 48009  
248-646-8292  
[rplecha@lippittokeefe.com](mailto:rplecha@lippittokeefe.com)

Dated: March 11, 2015

# **EXHIBIT 3**

## **(NONE)**

# EXHIBIT 4

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION (DETROIT)**

In re:

CITY OF DETROIT, MICHIGAN

Chapter 9

Debtor.

Case No. 13-53846-tjt  
Hon. Thomas J. Tucker

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**CERTIFICATE OF SERVICE**

The undersigned certifies that on March 12, 2015, the following documents were filed with the Clerk of the Court using the CM/ECF system, which sent electronic notification of such filings to all counsel of record:

1. Retired Detroit Police and Fire Fighters Association's Motion for Enforcement of Settlement and Eighth Amended Plan of Adjustment.

I further certify that, on March 12, 2015, I caused copies of the foregoing document to be served via first-class United States mail, postage pre-paid, on the following:

Evan Miller, Esq.  
Jones Day  
51 Louisiana Avenuew, N.W.  
Washington D.C. 20001

Melvin Hollowell, Esq.  
City of Detroit Law Department  
Two Woodward Avenue  
Suite 500  
Detroit, MI 48226



Marc Swanson, Esq.  
Miller Canfield  
150 W. Jefferson  
Suite 2500  
Detroit, MI 48226

Respectfully submitted,

/s/ Ryan C. Plecha

Ryan C. Plecha

Lippitt O'Keefe Gornbein, PLLC

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(248) 646-8292

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Dated: March 12, 2015

# **EXHIBIT 5**

## **(NONE)**

# EXHIBIT 6

(PART 1)

## **LIST OF DOCUMENTARY EXHIBITS**

<b><u>Exhibit</u></b>	<b><u>Description</u></b>
A	RDPFFA Term Sheet
B	Statement of Detroit Bankruptcy Mediators
C	City of Detroit and DFFA Master Agreement

# EXHIBIT A

CITY OF DETROIT TERM SHEET FOR SETTLEMENT WITH RETIRED DETROIT  
POLICE & FIREFIGHTERS ASSOCIATION ("RDPFFA")

This Term Sheet memorializes the material terms of the agreement between the RDPFFA and the City of Detroit. Except for Paragraphs 5-7, below, which relate to support for the City's Plan of Adjustment, as amended ("POA"), the terms herein either shall be incorporated in the POA or the POA shall contain terms consistent with those below. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the POA:

1. PFRS will freeze all accrued benefits as of June 30, 2014. Holders of PFRS Pension Claims who are retirees, surviving spouses, or dependents thereof will continue to receive their Current Accrued Annual Pension. Holders of PFRS Pension Claims who are retirees, surviving spouses, or dependents thereof, will receive future cost of living adjustments ("Future COLA Payments") (which are sometimes called escalators in the police and firefighter bargaining agreements) from and after June 30, 2014 consistent with the agreements to which such holders were a party, but equal in aggregate value to 45% of the value of such Future COLA Payments. For the sake of clarity, the reduced Future COLA Payments will be applied prospectively and will not impair or reduce already accrued COLA enhancements included in retirees', surviving spouses', or dependents' Current Accrued Annual Pensions.
2. The governance of PFRS will be restructured in a manner acceptable to the State and Foundations providing aid. Resulting from that restructuring, there will be two retiree representatives on the PFRS Board of Trustees, one democratically elected by police retirees, and the second democratically elected by firefighter retirees. Each such trustee will be able to cast a one-half vote on all Board of Trustees issues subject to a vote. With the exception of a one-half vote for each of the two retiree representatives, the retiree representatives on the PFRS Board of Trustees will otherwise be entitled to the same rights and benefits as all other members of the PFRS Board of Trustees. Elections for these retiree representatives will be held as soon as practicable following Bankruptcy Court confirmation of the POA.
3. Future COLA Payments that are reduced as described herein and in the POA will be restored in accordance with a variable COLA restoration program. The variable restoration program will generally work as follows: (1) a restoration reserve will be established as a book-keeping account in PFRS; (2) if the projected funding level of PFRS as of June 30, 2023 exceeds 78%, certain assets above the amount needed to achieve

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the projected 78% funding will be allocated to the restoration reserve account; (3) additional amounts will be allocated to the restoration reserve account each year based on investment performance; (4) if the amounts in the restoration reserve account equal the projected cost to provide a COLA restoration payment for a category of recipients over the remainder of their actuarially projected lives (see the allocation and restoration categories described below), then a COLA restoration payment will be made in the next following year and the restoration account will be debited by the value of that year's payment. Restoration payments will not be made if the projected funding level of the PFRS on June 30, 2023 is below 76%, and assets allocated to the restoration reserve account will be debited from that account in the event that the projected funding level of the PFRS falls below 75%. The allocation and restoration payments will be made in the following manner:

- a. Before any assets are allocated for accounting purposes to fund COLA restoration for active employees, restoration amounts will be used to fund and make an annual payment to retirees, surviving spouses, and beneficiaries in pay status as of June 30, 2014, until an annual restoration payment for such group can be made that equals in the aggregate 66% of the value of their Future COLA Payments (e.g., if 45% of the value of John Smith's Future COLA Payment in 2017 is \$45.00, and John Smith is eligible for a COLA restoration payment under this subsection, he would receive a \$66.00 Future COLA Payment in 2017);
- b. Before any assets are allocated for accounting purposes to fund COLA restoration for active employees, restoration amounts will be used to fund and make an annual payment to retirees, surviving spouses, and beneficiaries in pay status as of the date that restoration is determined but who were not in pay status as of June 30, 2014, until an annual restoration payment for such group can be made that equals in the aggregate 66% of the value of their Future COLA Payments;
- c. Once restoration payments for COLA benefits to groups (a) and (b) have been funded in the restoration reserve account equal to 66% of their Future COLA Payments, then assets in such account will be allocated to fund COLA restoration equally to retirees, surviving spouses, beneficiaries and all other PFRS participants not in pay status (that is, active employees in connection with their frozen 2014 benefits). Once restoration payments for Future COLA Payments to all retirees, surviving spouses and beneficiaries in pay status have been funded so as to allow 100% COLA restoration for such retirees, surviving spouses, and beneficiaries in pay status, then any additional

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amounts in the restoration reserve account may be allocated to active employees in connection with their frozen June 30, 2014 benefits.

COLA restoration payments granted and funded as of June 30, 2023 will become permanent as of that date, provided that the funding target level as of that date of at least 78% has been satisfied. COLA restoration will otherwise operate as described in the POA, provided that COLA restoration for the period after June 30, 2023 shall be consistent with the priorities set forth in this Paragraph 3.

4. In connection with retiree health (OPEB) claims – Class 12 -- there will be a separate VEBA established for retired police and firefighters ("P&F VEBA") in the POA. The RDPFFA and Retiree Committee will each be able to appoint P&F VEBA Board members in equal numbers, and such appointees will constitute a majority of the P&F VEBA Board ; the City will appoint the remaining members. Replacement Board members will be appointed by the RDPFFA for retiree representatives and by the City for City representatives. The City will issue a note to the P&F VEBA, or a share of a note, all as otherwise described in the POA, and the value of the note will be equal to the aggregate value of each and every retired police officer's and firefighter's pro rata recovery on the amount of his or her individual OPEB claim.
5. The RDPFFA's support of the POA is expressly conditioned on the PFRS pension treatment set forth in Paragraphs 1-3 above and on the OPEB treatment set forth in Paragraph 4 above (including the bankruptcy court determining that all such treatment is feasible), and the City's agreement herein respecting Paragraphs 1-4 is contingent on the Outside Funding. *EM* *TSPO*
6. All other terms not provided for herein will be consistent with the next iteration of the POA relating to claims under Classes 10 (PFRS Pension) and 12(OPEB) to be filed approximately on April 25, 2014 and no terms in the POA will be materially inconsistent with the terms of this Term Sheet.
7. The RDPFFA will timely prepare a letter executed by the President of the Board advising all RDPFFA members that the Board unanimously recommends that they vote in favor of the POA so long as it incorporates, and is otherwise consistent with, all of the terms set forth herein. Further, the RDPFFA will engage in such other activities supporting the POA as may be mutually agreed by RDPFFA and the City. The letter of support will be included in the POA solicitation materials.
8. Police and firefighter retirees are entitled to the benefits of any other agreement entered into by the City of Detroit that covers such retired police and fire fighters and which is more advantageous to them than the

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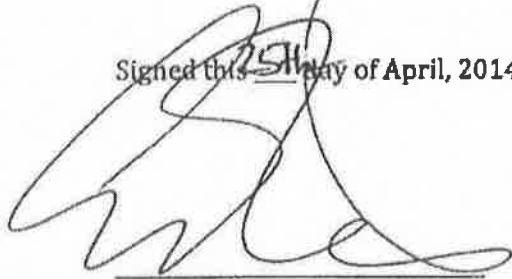
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*TSPO*



terms of this agreement as it relates to Classes 10 (PFRS Pensions) and 12 (OPEB).

9. The POA and/or Confirmation Order will exculpate officer and Board members of RDPFFA, RDPFFA counsel and its professional financial advisor hired by the RDPFFA for the purposes of this bankruptcy proceeding from liability in connection with their negotiation of a settlement and support of the POA, and will enjoin any litigation against them in connection with their officer or Board or counsel or financial advisor status with respect to such efforts to settle and support the POA.

Signed this 29th day of April, 2014



Evan Miller  
Jones Day  
51 Louisiana Avenue, N.W.  
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Counsel to the City of Detroit



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Birmingham, MI 48009  
Counsel to RDPFFA

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# EXHIBIT B



## UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF MICHIGAN  
THEODORE LEVIN UNITED STATES COURTHOUSE  
231 W. LAFAYETTE BOULEVARD  
DETROIT, MICHIGAN 48226

DIVISIONAL OFFICES  
ANN ARBOR  
BAY CITY  
FLINT  
PORT HURON

April 15, 2014

### STATEMENT OF DETROIT BANKRUPTCY MEDIATORS

The Mediators are pleased to announce that the City of Detroit and the Retired Detroit Police and Fire Fighters Association ("RDPFFA") have reached an agreement on the treatment of pension and health benefits for retired Detroit and firefighters. The agreement between the RDPFFA is the first agreement that the City has reached with a group of its retired workers and is particularly significant as the RDPFFA is the one of the City's oldest and largest employee associations, dating back to 1946. It has approximately 6500 members, which is more than 80% of Detroit's eligible retired police officers and firefighters.

The mediated agreement approved unanimously by the RDPFFA's board today is contingent upon full funding of the so-called Grand Bargain, and under this agreement, the uniformed retirees would experience no cuts to their current pension benefits, and would receive almost half of their COLA benefits going forward. Further, depending upon the performance of the Police and Firefighters Retirement System ("PFRS"), there is also the possibility of full restoration of COLA benefits under the Plan of Adjustment. In addition, a separate PFRS Voluntary Employee Beneficiary Association plan ("VEBA") for PFRS retiree healthcare will be established. Finally, the PFRS retirees will have a meaningful voice and retain a vote on the new pension board.

This settlement agreement was reached after intensive negotiating sessions over the past several months in which the parties interests were fully and vigorously represented by counsel and all issues robustly negotiated. The Mediators wish to express their appreciation to the parties, their counsel and advisors for the good faith spirit and professionalism in which they engaged the Mediators and each other in the many mediation sessions.

The Mediators are privileged to have assisted the parties to find common ground in reaching a resolution that reflects not only a fair settlement for the parties, but also recognizes the years of faithful service and the important role the police and fire fighter retirees have played in serving and protecting the City over so many years. As the mediation process accelerates, the Mediators hope that this settlement will encourage all of the remaining parties to the bankruptcy to re-double their mediation efforts to reach meaningful agreements which can be incorporated into a fair and balanced agreed-upon Plan of Adjustment to be presented to the Bankruptcy Court for confirmation.

Updates will be provided if and when appropriate.

# EXHIBIT C

# **MASTER AGREEMENT**

**BETWEEN THE**

## **CITY OF DETROIT**

**AND THE**

## **DETROIT FIRE FIGHTERS ASSOCIATION**

## **2014 - 2019**

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## **AGREEMENT**

This Agreement is entered into between the City of Detroit, a Michigan Municipal Corporation (the "Employer" or the "City"), and the Detroit Fire Fighters Association, Inc., a labor organization existing under the laws of the State of Michigan (the "Union" or the "Association").

### **1. PURPOSE AND INTENT**

- A. This Agreement sets forth the terms and conditions of employment to promote orderly and peaceful labor relations for the mutual interest of the City of Detroit in its capacity as an Employer, the City employees, the Union, and the people of the City of Detroit.
- B. The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing proper services to the community.
- C. To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all Employees.
- D. The City is legally and morally obligated to provide equality of opportunity, consideration, and treatment to all employees of the City and, accordingly, to establish policies, practices and rules that insure such equality of opportunity, consideration and treatment of all persons employed in all phases of the employment process, without regard to race, color, creed, national origin, citizenship status, religion, age, political orientation, sex, sexual orientation, genetic information, arrest record, height, weight, familial status, marital status, or disability, in accordance with applicable State and Federal laws.

### **2. RECOGNITION**

- A. Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the City of Detroit hereby recognizes the Detroit Fire Fighters Association as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment of all non-civilian employees and civilian employees of the Detroit Fire Department in the classifications enumerated in Schedule I attached.
- B. The Association recognizes that positions such as the Chief of Fire Operations, Deputy Fire Chiefs, Fire Marshal, Chief of Fire Prevention, Chief of the Training Division, Chief of the Community Relations Division, Fire Investigator Chief – Arson, Supervising Fire Dispatcher – Chief, Chief of Plans and Examinations, and Senior Chiefs constitute an integral part of the senior leadership team of the Detroit Fire Department. Consequently, the Executive Fire Commissioner shall have the discretion to appoint qualified individuals for such leadership positions and to demote or replace Employees performing such positions at any time for any reason, subject to the requirements of applicable law. And, like all other members of the Detroit Fire Department, employees holding these

leadership positions are expected to maintain the highest standards of dedication, integrity, and professionalism in the interest of promoting public safety.

### **3. MANAGEMENT RIGHTS**

- A. The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with the law.
- B. Both the Department and the Association acknowledge their shared responsibility for assuring the health and safety of the citizens of the City of Detroit, and agree to work together cooperatively to maintain the highest standards of professionalism and integrity in the service of the City and its citizens. The Association recognizes the prerogatives of the Department to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority and the terms and provisions of this Agreement. Except as specifically limited by the provisions of this Agreement or applicable law, the Department will have the discretion and authority:
  - 1. to hire, direct, classify, assign, reassign, schedule, promote, demote, evaluate, transfer, layoff and/or recall Employees, including the assignment or reassignment of Employees, on a temporary or permanent basis;
  - 2. to determine the size of its workforce, including the number of Employees, the type and number of job classifications, departments, and shifts of work, whether increased or decreased;
  - 3. to develop, establish, or modify job descriptions and job postings for positions in the Department provided that the City first provides notice of any proposed changes to the Union and, if requested by the Union, meets and confers with the Union prior to implementation;
  - 4. to determine policies affecting the selection, promotion, evaluation, and training of Employees;
  - 5. to establish and modify hours of work, including the beginning and ending time for shifts of work, whether increased or decreased, and the establishment of the hours of the shifts, whether increased or decreased;
  - 6. to determine the content and nature of the work to be performed, and the competencies and qualifications needed to perform the work, including but not limited to the right to require Employees to become qualified as emergency medical technicians (EMT), at no cost to the Employees, and to perform medical first responder work as assigned by the Department;
  - 7. to determine the organizational structure of the Department, including the planning, direction, control, increase, decrease, or discontinuance of operations or services, and the organization of the same;



8. to determine the location and types of facilities, including the establishment of new units, companies, departments, battalions, divisions, or subdivisions thereof and the right to transfer and assign Employees and equipment between and among the Department's various facilities;
  9. to establish, regulate, determine, revise, or modify at any time the policies, practices, protocols, processes, techniques, methods, means and procedures used in the Department, including, but not limited to machinery, materials, methods, facilities, tools, and equipment;
  10. to transfer, relocate, merge, consolidate, or close its facilities and operations, in whole or in part, and to separate its Employees in connection with said transferring, relocation, merger, consolidation, or closing after discussing the effects of such decision with the Association to the extent required by law;
  11. to create and maintain special units or companies and to select Employees to work within such special units or companies;
  12. to establish and enforce policies pertaining to drug testing and substance abuse, including but not limited to zero tolerance policies and random drug testing policies;
  13. to assign an Employee to work in a restricted or light duty capacity for good cause;
  14. to enforce state and local licensing, certifications, and other requirements;
  15. to determine and control the budget of the Department;
  16. to subcontract or civilianize any job or job function outside the Fire Fighting Division, provided that the City first provide notice of any such action to the Union and, if requested by the Union, meets and confers with the Union prior to implementation;
  17. with respect to any other matter related to the enforcement of the laws of the City of Detroit or the State of Michigan and the protection of its citizens and their property.
- C. The Department reserves the right to discipline, discharge, demote, and/or suspend Employees for just cause. The Department reserves the right to lay off Employees for lack of work or funds or the occurrence of conditions beyond the control of the Department or when such continuation would be wasteful and unproductive.
- D. The City shall also have the right to maintain discipline and efficiency among Employees; to establish work rules and rules of conduct; to fix and determine the penalties for the violation of such rules, provided they do not conflict with the terms of this Agreement. The Union shall have the right to grieve on the interpretation and application of these provisions.

- E. Except as specifically abridged, delegated, granted or modified by this Agreement, all of the rights, powers, and authority the City had prior to the signing of this Agreement are retained by the City and remain exclusively without limitation within the rights of the City.
- F. The Department has the right to schedule overtime work as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and the public safety and consistent with the provisions of this Agreement.
- G. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.

#### 4. UNION SECURITY

- A. Employees are free to join or not to join the Union. Employees who are members of the recognized bargaining unit but who are not members of the Union may join the Union by initiating their Union application form and dues deduction authorization form.
- B. The City agrees to deduct from the wages of an Employee, who is a member of the Union, all Union membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the City, provided that the said form shall be executed by the Employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Finance Department and to the Union.
- C. Any person employed with the City and covered by this Agreement, who is not a member of the Union and who does not make application for membership within ninety (90) calendar days from the Effective Date of this Agreement or from the date he/she first becomes a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Union a service fee as a contribution towards the administration of this Agreement. Employees who fail to comply with this requirement shall be discharged within thirty (30) work days after receipt of written notice by the Department from the Union unless otherwise notified by the Union in writing within said thirty (30) work days and provided that the Union shall release the Department from fulfilling the obligation to discharge if during such thirty (30) day period the employee pays the membership dues or service fee retroactive to the due date and confirms his/her intention to pay the required membership dues or service fee in accordance with this Agreement.
- D. The City agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Union, all Union service fees uniformly required as provided in a written authorization in accordance with the standard form used by the City, provided that the said form shall be executed by the employee. The written authorization for Union service fee deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Finance Department and to the Union.

- E. All Union membership dues and service fees will be authorized, levied, and certified in accordance with the by-laws of the Union. Each Employee and the Union hereby authorizes the City to rely upon and to honor certifications by the Treasurer of the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and service fees, which dues and service fees shall be sent reasonably promptly to the Treasurer of the Union. The Treasurer of the Union shall not request the City to change the amounts so deducted more often than four (4) times each City fiscal year.
- F. The Union shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the Union, the City and its officers and employees shall be released from all liability to the Employee assignors, and to the Union under such assignments (Chapter 13, Article 4, Section 4 of the Municipal Code of the City of Detroit).
- G. The Union shall refund to Employees, dues and service fees erroneously deducted by the City and paid to the Union. The City may offset any amount erroneously or improperly deducted and paid to the Union from any subsequent remittance to the Union.
- H. The Union agrees to save and hold harmless the City from any damages or other financial loss which the City may be required to pay or suffer as a consequence of enforcing the above provisions.

## **5. BASIS OF REPRESENTATION**

- A. In accordance with the appropriate step of the grievance procedure provided herein the Employer agrees, after adequate notification to the Office of Chief of Fire Operations, that any one (1) officer of the executive board, or the director of the battalion where the grievance is involved, or one (1) grievance committee member, may during his or her working hours without loss of pay, investigate and present grievances, all in accordance with their proper place in the grievance procedure. Arrangements for their release from their job will be made by the Office of Chief of Fire Operations.
- B. The Union officers may be permitted to discuss union business with Employees during their duty hours, provided such discussions shall not interfere with the performance of the Employee's duties. Upon the granting of this privilege, there shall be no abuse thereof.
- C. The Union will be provided a copy of each inter-office order of a general nature and all Commissioner's Bulletins which are sent to all Chiefs or Commanding Officers. Copies of all charges against an Employee, when signed by the Employee charged, shall promptly be furnished to the Union through departmental mail. The results of the hearing shall also be furnished to the Union through departmental mail.
- D. The officers of the Union (i.e., President, Vice-President, Secretary and Treasurer) shall be permitted time off on a full time basis with compensation to which their rank otherwise entitles them, including without limitation: salary, pension credits and

contributions, seniority, etc. The Association may request time off without loss of pay for other Union Officers for purposes of conducting legitimate Union business.

## **6. SPECIAL CONFERENCES**

Special conferences on important matters will be arranged upon the request of either party. An agenda of matters to be taken up in the conference shall be presented in writing at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Wherever possible, such special conferences shall be held within five (5) calendar days of the request. The party of whom the conference is requested shall confirm arrangements for the conference in writing; provided, however, that the Department shall not be required to grant any Employee time off to attend a special conference. Promptly after the conclusion of the conference, the party of whom the conference is requested shall provide a brief written statement documenting the results of the conference.

## **7. APPOINTMENTS**

- A. Employees in the following classifications (the "Designated Job Classifications") shall be appointed by and serve at the discretion of the Executive Fire Commissioner, subject only to the provisions of Article 10.C and 10.F. The Executive Fire Commissioner may make appointments from any rank. There shall be a mandatory retirement age of 65 for the Designated Job Classifications.
- B. The Designated Job Classifications shall include the following:
  - 1. Chief of Fire Operations;
  - 2. Deputy Fire Chiefs (2);
  - 3. Fire Marshal;
  - 4. Chief of Fire Prevention;
  - 5. Chief of the Training Division;
  - 6. Chief of the Community Relations Division;
  - 7. Fire Investigator Chief – Arson;
  - 8. Supervising Fire Dispatcher – Chief;
  - 9. Senior Chiefs (2); and
  - 10. Chief of Plans and Examinations.

- C. Qualifications:

The designated job classifications shall have the following qualifications:

- 1. Chief of Fire Operations;
  - a. Executive Fire Officer (EFO) Certification Preferred
  - b. Bachelor's Degree Preferred
  - c. 3 years experience Captain or above in DFD
  - d. Active DFD Employee
- 2. Deputy Fire Chiefs (2);
  - a. Executive Fire Officer (EFO) Certification or Bachelor's Degree Preferred
  - b. 1 year experience as Captain or above in DFD

- c. Active DFD Employee
- 3. Fire Marshal;
  - a. Bachelor's Degree Preferred
  - b. Fire Inspector Certification from a nationally recognized organization preferred
  - c. State of Michigan Certified Fire Inspector
  - d. 5 years in Fire Prevention
  - e. Active DFD Employee
- 4. Chief of Fire Prevention;
  - a. Bachelor's Degree Preferred
  - b. State of Michigan Certified Fire Inspector preferred
  - c. 3 years of experience in Fire Prevention and 1 year as Captain in DFD
  - d. Active DFD Employee
- 5. Chief of the Training Division;
  - a. Bachelor's Degree Preferred
  - b. State of Michigan Instructor Coordinator – Fire preferred
  - c. EMS certification preferred; as of July 1, 2017 required
  - d. 3 years in Training Academy
  - e. Active DFD Employee
- 6. Chief of Community Relations Division
  - a. Bachelor's Degree Preferred
  - b. Demonstrated participation in community driven activities including work with children, civil and/or other community groups
  - c. 10 years experience in DFD
  - d. Active DFD Employee
- 7. Fire Investigator Chief – Arson;
  - a. Bachelor's Degree Preferred
  - b. State of Michigan Certification Arson Investigator preferred
  - c. State of Michigan certified police officer
  - d. 3 years experience in Arson; 1 year experience as Captain
  - e. Active DFD Employee
- 8. Supervising Fire Dispatcher – Chief;
  - a. Bachelor's Degree Preferred
  - b. EMD and EFD Certification preferred; as of July 1, 2017
  - c. 10 years experience in DFD
  - d. Active DFD Employee
- 9. Senior Chiefs (2);
  - a. Bachelor's Degree or Eastern Michigan University Staff and Command or EFO preferred
  - b. 1 year experience as battalion chief
  - c. Active DFD Employee

10. Chief of Plans and Examinations

- a. Bachelor's Degree Required
- b. 3 years experience in Fire Marshall Division
- c. Active DFD Employee

- D. Reversion Rights. If an Employee is removed from a Designated Job Classification (for a reason other than discharge for just cause), he/she shall revert to their prior position once a vacancy exists.
- E. Position Postings. All open positions for designated job classifications will be posted a minimum of seven (7) days internally to the entire Department. The Executive Fire Commissioner will select individuals from the eligible pool of candidates to interview.
- F. No Candidate Promotion. In the event that no candidate is available, a person in a lower rank can be considered for the open position provided that person meets the qualifications for the next higher position as stated in Article 7, Section B (e.g., a Captain can be considered for promotion to Senior Chief (bypassing Battalion Chief) if the Captain meets the qualifications for Battalion Chief). This can continue down the ranks in reverse order until the promotion is filled.

**8. GRIEVANCE PROCEDURE – NON-DISCIPLINARY GRIEVANCES**

- A. Subject to Section B of this Article, Employees will have the right to present grievances in accordance with the procedure provided herein.
- B. Employees in the Designated Job Classifications shall have no right to present grievances under this Article. Probationary Employees shall have no right to present grievances under this Article, except that such Employees may present grievances concerning their pay.
- C. The Association will deliver grievances directly to the Executive Fire Commissioner or his/her designee via e-mail or hand delivery. The written grievance will set forth the name(s) of the Employee or Employees involved and the provisions of this Agreement, if any, that the grievant claims have been violated. Receipt of the grievance will be acknowledged by the Executive Fire Commissioner or his/her designee who receives the grievance. Any grievance not filed within ten (10) calendar days of the occurrence of the alleged violation or within ten (10) calendar days of an Employee or the Association becoming aware of an alleged violation will be considered untimely and will not be processed.
- D. The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.
- E. Immediate supervisors, Division Heads, and reviewing officers shall consider promptly all grievances presented to them and, within the scope of their authority, take such timely action as is required.
- F. Grievances shall be processed according to the following procedure:

**STEP 1 – Written – Division Head:**

An Employee's Division Head shall hear grievances at Step 1 of this grievance procedure and respond to grievances on behalf of the City. The Division Head will provide a written answer to the Director or Union Officer within seven (7) calendar days after receipt. Acceptance or rejection of the Division Head's answer will be written on the grievance form by the Director or Union Officer.

**STEP 2 – Appeal to the Executive Fire Commissioner:**

If the grievance is not satisfactorily adjusted at Step 1 or acted upon by the Division Head within seven (7) calendar days, it may be appealed by the Director or Union Officer to the Executive Fire Commissioner or his designee within three (3) calendar days. A meeting to discuss the grievance will be held between the President or his/her designee, the grievance committee, and the Executive Fire Commissioner or his/her designee within ten (10) calendar days after receipt of the grievance by the Executive Fire Commissioner. A written decision will be rendered within ten (10) calendar days of the meeting.

- G. Medical Grievance Procedure. All grievances involving medical issues, including but not limited to sick leave, qualifications to perform work, requests for light duty assignments, or accommodation of disabilities, will be filed with the Executive Fire Commissioner or his/her designee, with a copy to the President of the Association. The Department and the Association will select a neutral physician to resolve any disputes concerning medical issues. Such a neutral physician must be licensed to practice and currently practicing medicine. To the extent that the Department and Association cannot agree on a neutral physician, the neutral physician will be mutually selected by the Employee's treating physician and the Fire Department's designated physician. The decision of the neutral physician shall be final and binding with no right of appeal.
- H. Notwithstanding any other provisions herein, individual Employees may present their own grievances to their Division Head and have them adjusted without the intervention of the Director or Union Officer, provided, however, that the Department has given the Director or Union Officer notice and an opportunity to be present at such adjustment. Further, the Association has the exclusive authority to submit a member's unresolved grievance to arbitration under Article 9.
- I. A decision issued by the Department at a step of the grievance procedure shall be final unless appealed within the time limits set forth above. Any grievance not responded to by the Department within the time limits set forth above will be automatically moved to the next step in the grievance procedure.
- J. In instances wherein the subject matter of the grievance lies within the jurisdiction of specific City agencies (e.g., payroll, etc.), the grievance steps may be reduced in order to bring the grievance to the agency's immediate attention for a recommendation as to the action to be taken. Further, the Executive Fire Commissioner and the President of the Association will be permitted at their discretion to participate at any step of the grievance procedure.

- K. The City shall not be required to pay back wages more than ten (10) working days prior to the date a written grievance is filed, except as to shortages. In the case of a pay shortage of which the Employee could not have been aware before receiving his/her pay, any adjustment shall be retroactive to the beginning of the pay period covered by such pay, if the Employee files his/her grievance within ten (10) working days after receipt of such pay.

## **9. ARBITRATION – NON-DISCIPLINARY MATTERS**

- A. Subject to Section B of this Article, any unresolved grievance relating only to the interpretation, application, or enforcement of a specific article and section of this Agreement or any Supplementary Agreement, hereto having been processed fully through the last step of the grievance procedure, may be submitted to arbitration by the Department or the Association in strict accordance with the procedure provided herein.
- B. The Designated Job Classifications shall have no right to arbitration under this Article.
- C. Grievances may be submitted to arbitration according to the following procedure:
1. Arbitration may be initiated by written notice to the other party of an intention to arbitrate. Such written notice of intent to arbitrate must be made within ten (10) calendar days after receipt of the Step 2 answer. Upon receipt of notice to arbitrate, the parties will refer the grievance to an arbitrator on its permanent panel. Failure to adhere to these time limitations will result in the matter being considered settled on the basis of the last decision.
  2. It will be within the authority of the arbitrator to make a decision binding upon the parties regarding the interpretation, application, or enforcement of the Agreement.
  3. The arbitrator will not consider any evidence submitted by either party, which was not produced in the grievance procedure unless such evidence was not then known to the party submitting the same.
  4. The costs of the arbitration will be shared equally by the parties, except that each party will make arrangements to pay its own attorneys and witnesses. In cases where the arbitrator provides that either party has filed or denied a grievance in bad faith, the arbitrator will have the discretion to assess all costs and expenses of the arbitration hearing, including reasonable attorneys' fees, against the non-prevailing party.
  5. The parties may request in writing of each other co-operation to have available at the arbitration proceedings any witnesses requested by the other party.
  6. If the unresolved grievance pertains to a medical issue, including but not limited to sick leave, qualifications to perform work, requests for light duty assignments, or accommodation of disabilities, the arbitration procedure specified in this Article will not apply, and the parties will instead select a neutral physician to



resolve any disputes concerning medical issues. Such a neutral physician must be licensed to practice and currently practicing medicine. The neutral physician will be jointly selected by the Department and the Association. To the extent the Department and Association cannot agree on a neutral physician, the neutral physician will be mutually selected by the Employee's treating physician and the Fire Department's designated physician.

D. Selection of Arbitrator and Permanent Panel.

1. Within thirty (30) calendar days after the execution of this Agreement, the parties shall convene and select five (5) disinterested persons qualified in labor-management relations to serve as permanent umpires. If the parties are unable to agree upon five (5) individuals to serve as permanent umpires, for each unfilled position, the Director of the Michigan Employment Relations Commission (MERC) shall be requested to submit the names of five (5) disinterested persons qualified and willing to act as impartial arbitrators. From each list, the City and Union shall each alternately strike one name until four (4) names have been eliminated and the person whose name remains on the list shall be selected to act as one of the five (5) permanent umpires.
  2. If at any time either party desires to terminate the service of an umpire, it shall give notice in writing to that effect to the other party, specifying the date of termination. The parties shall then send a joint written notice to the umpire of his/her termination. Neither party may terminate the services of an umpire unless he/she has heard at least one (1) case.
  3. Once the umpire has received written notice that his services are terminated, he shall not hear any further cases. However, he shall render decisions on all cases that he has heard prior to receiving such notice.
  4. In the event an umpire is terminated, a new umpire shall be immediately selected in accordance with the procedure described in Section D.1.
  5. The arbitrators will hear cases on a chronological rotation.
- E. There shall be no appeal from the decision of an arbitrator if made in accordance with his/her jurisdiction and authority under this Agreement. It shall be final and binding on the Association, on all bargaining unit members, and on the City. The Association will actively discourage attempts by any bargaining unit Employee to appeal a decision of the arbitrator to any Court or labor board, and will not aid or abet in any such attempt.
- F. In the event a case is appealed to the arbitrator and he/she finds that the arbitrator has no power or authority to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- G. The decision of an arbitrator in any case shall not require a retroactive wage adjustment in any other case. Either party may, prior to the submission of a dispute to arbitration,

state, and the opposite party is bound to agree, that the award not be binding precedent in analogous situations pending at that time.

H. The arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and he/she shall be without power or authority to make any decisions:

1. Contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law.
2. Involving the exercise of discretion by the City under the provisions of this Agreement, its Charter, or applicable law.
3. Limiting or interfering in any way with the powers, duties, or responsibilities of the City under its Charter, applicable law, and rules and regulations having the force and effect of law.
4. Changing, altering, or modifying any practice, policy, or rule presently or in the future established by the City as long as such practice, policy, or rule does not conflict with this Agreement.
5. Implying any restriction or condition binding upon the City from this Agreement, it being understood that, except as such restrictions or conditions upon the City are specifically set forth herein, or are fairly inferable from the express language of any article or section hereof, the matter in question falls within the City's management rights under Article 3.
6. Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rate.
7. Providing agreement for the parties in those cases, where by their contract, they may have agreed that further negotiations should occur to cover the matters in dispute.
8. Granting any right or relief for any period of time whatsoever prior to the Effective Date of this Agreement or subsequent to the date upon which this Agreement shall terminate.

#### **10. DISCIPLINE PROCEDURE**

- A. The Department reserves the right to discipline, discharge, demote, and/or suspend Employees for just cause. Subject to Section B of this Article, every Employee will have the right to contest discipline in accordance with the procedure provided herein.
- B. Probationary Employees and Employees in Designated Job Classifications

1. Notwithstanding any other provisions of this Agreement, probationary employees shall have no right to contest discipline under this Article.
  2. Notwithstanding any other provision of this Agreement, Employees in the Designated Job Classifications shall have no right to contest discipline, except in cases of discharge. If an Employee serving in one of the Designated Job Classifications is discharged, the Employee shall have the right to contest only his/her discharge. An Employee in a Designated Job Classification shall not be discharged from employment without just cause.
- C. Investigation/Discipline. Investigations regarding any potential or alleged misconduct, actions, or omissions that may result in discipline will be completed as expeditiously as practicable. If it determines that disciplinary action is warranted, the Department will provide the Employee with written notice of potential disciplinary action (with a copy to the Association) as soon as practicable after the completion of the investigation but in no event more than twenty-one (21) days after the Department knew or should have known about the act that forms the basis for the disciplinary action. Except as provided in Section H, no discipline will be implemented or incorporated into an Employee's file until the completion of the applicable procedures set forth below.
- D. Preliminary Hearing. Within seven (7) days of the notice of potential discipline, the Employee may appeal the matter to a Preliminary Hearing (which will be presided over by a Deputy Commissioner or his/her designee).
1. The Preliminary Hearing is a non-adversarial proceeding, which must be held within fourteen (14) days of the date the notice of potential disciplinary action is issued.
  2. Prior to the Preliminary Hearing, an Employee will have the right to review the charges against him and make a statement of explanation. The Employee shall have the right to representation by the Association during the Preliminary Hearing.
  3. The Deputy Commissioner or his/her designee presiding over the Preliminary Hearing will have the authority to rescind, reduce, affirm, or increase any disciplinary penalty.
  4. An Employee may elect to appeal any decision from a Preliminary Hearing to expedited arbitration when a suspension of more than twenty-four (24) hours has been rendered.
  5. Subject only to the Executive Fire Commissioner's discretion, any written reprimand or disciplinary suspension of twenty-four (24) hours or less will be considered final and binding with no right of appeal.
- E. Mediation. Within two (2) calendar days of the Preliminary Hearing, an Employee may request disciplinary mediation. If both parties agree to proceed to mediate, the mediation will be held within fourteen (14) calendar days of the date the discipline was issued.

Whenever possible, the parties will utilize mediators referred by the Michigan Employee Relations Commission (MERC) or the Federal Mediation and Conciliation Service (FMCS). If a mediator is not available within the allotted time period, the parties may decide to schedule a meeting between the disciplined Employee, the Association, and any representatives the Department deems appropriate in an attempt to resolve pending disciplinary issues. The sole purpose of the mediation will be to attempt to amicably resolve any disciplinary disputes. The mediator will have no authority to issue any ruling or to otherwise bind the parties. In the event that the parties fail to settle the dispute at the mediation, no statements made by the Employee or on the Employee's behalf during the mediation will be used against the Employee in connection with any arbitration.

In the event a settlement is reached, immediately following the mediation, the Department will prepare correspondence to the Employee and his/her bargaining representatives summarizing the settlement including: date and time met, parties present, and final disciplinary disposition, including level of discipline, and any other information pertinent to the discipline and/or the reduction in discipline (if applicable). In no event should the discussions between the parties be memorialized. The date of the correspondence will serve as the date of the implementation of the disciplinary action.

- F. Expedited Arbitration. To the extent that a dispute regarding a suspension of more than twenty-four (24) hours or the discharge of an Employee cannot be resolved through the Preliminary Hearing or mediation (if applicable), an Employee will have the right to appeal the disciplinary action to expedited arbitration. The Employee must appeal the case to arbitration by providing written notice to the Department within three (3) days of the date of the Preliminary Hearing, and the arbitration hearing must be held within forty-five (45) days of the date the appeal was filed by the Employee, so long as an arbitrator on the panel has availability within a forty-five (45) day period.
1. Both the Employee and the Department will have the right to be represented by counsel and to present and cross-examine witnesses.
  2. The arbitrator will issue his/her decision in writing within seven (7) calendar days of the hearing. The arbitrator's decision will be limited to determining whether the Employee committed the offense or infraction which precipitated the disciplinary action. The arbitrator will have no authority to reduce or mitigate disciplinary penalties.
  3. The costs of the arbitration will be shared equally by the parties.
  4. The parties may request in writing of each other cooperation to have available at the arbitration proceedings any witnesses requested by the other party.
  5. The decision of the arbitrator will be final and binding on the Employee and the Department.

G. Selection of Arbitrators for Expedited Arbitration.

1. Within thirty (30) calendar days after the execution of this Agreement, the parties shall convene and select five (5) disinterested persons qualified in labor-management relations to serve as arbitrators. If the parties are unable to agree upon five (5) individuals to serve as arbitrators, for each unfilled position, the Director of the Michigan Employment Relations Commission (MERC) shall be requested to submit the names of five (5) disinterested persons qualified and willing to act as impartial arbitrators. From each list, the City and Union shall each alternately strike one name until four (4) names have been eliminated and the person whose name remains on the list shall be selected to act as one of the five (5) arbitrators.
2. If at any time either party desires to terminate the service of an arbitrator, the party shall give notice in writing to that effect to the other party, specifying the date of termination. The parties shall then send a joint written notice to the arbitrator notifying him/her of his/her termination from the panel. Neither party may terminate the services of an arbitrator unless he/she has heard at least one (1) case.
3. Once the arbitrator has received written notice that his/her services are terminated, he/she shall not hear any further cases. However, he/she shall render decisions on all cases that he/she has heard prior to receiving such notice.
4. In the event an arbitrator is terminated, a new arbitrator shall be immediately selected in accordance with the procedure described in Section G.1.
5. The arbitrators will hear cases on a chronological rotation. With respect to Expedited Arbitration cases, to the extent no arbitrator on the panel is available to hear the case within forty-five (45) days, the arbitrator with the next available date to hear the case will be selected.

H. Discharge Cases. An Employee who is discharged will have the right to appeal his/her discharge to expedited arbitration. Where a decision is made to discharge an Employee, that Employee will be suspended without pay pending the outcome of the disciplinary process set forth in this Article.

I. Written Reprimand. All written reprimands will be issued and implemented as soon as practicable following an investigation. Written reprimands may only be used as a basis for progressive discipline for two (2) years after they are issued.

J. After an Employee is ordered to make a written statement in response to any alleged misconduct or possible misconduct on his/her part, he/she shall make such written statement prior to completion of his/her tour of duty, but in no event more than twenty-four (24) hours from the time of the order in which to comply. If the Employee submits his/her written statement after his/her tour of duty ends, he/she shall receive no compensation for any overtime or mileage required to make his/her statement.

- K. The Director or Union Officer shall have the right to be present at all disciplinary hearings at the request of the Employee, but shall not have the right to be present during administrative proceedings in the preliminary stages of investigation.
- L. An Employee will be notified in writing (with a copy to the Association) of the results of any departmental investigation of him/her within ninety (90) days after the investigation is completed.
- M. Criminal Charges.

In the event criminal felony charge(s) are brought against a member, during the period of time that the criminal felony charge(s) are pending, the Commissioner has the discretion to (a) keep the member working in his regular position, (b) assign the member to a 40-hour work week with no loss of pay, benefits, or seniority, or (c) place the member on a leave without pay (LWOP), or any combination of the foregoing. Pending felony charge(s) include deferred felony charge(s) as to which no final disposition has yet been made. Any LWOP imposed shall be in accordance with past practice with respect to seniority and benefits.

Should the member ultimately be convicted of a felony (or felonies), the member shall be discharged, without make whole relief for any LWOP period imposed while the felony charge(s) were pending. A felony conviction includes a plea of guilty or nolo contendere to a felony.

Should the member ultimately no longer have a felony charge(s) pending against him/her for any reason other than a felony conviction (e.g., because felony charges were withdrawn or dismissed, or the member was found not guilty of any felony, or the member plead guilty to a misdemeanor with felony charge dismissed, or for any other reason), once the felony charge(s) are no longer pending against the member, the member shall immediately be made whole for all pay and benefits withheld during any LWOP period, and the member shall be immediately returned to his/her regular position (if not already so working); after that has occurred, the Department may institute disciplinary proceedings against the member.

## **11. NO STRIKE CLAUSE**

- A. No Employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, sit down, stay in, or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction, ratify or encourage any such strike, work stoppage, slowdown, sit down, stay in, or withholding of services.
- B. Should any Employee or group of Employees covered by this Agreement engage in any strike, work stoppage, slowdown, sit down, stay in, or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown, sit down, stay in, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the City, the Union shall take all reasonable means to induce such Employee or group of Employees to terminate the

strike, work stoppage, slowdown, sit down, stay in, or withholding of services and to return to work forthwith.

- C. The City shall have the right to discipline or discharge any Employee(s) participating in such interference, and the Union agrees not to oppose such action when properly taken. It is understood, however, that the Union may grieve the discipline or discharge of any Employee(s) disciplined or discharged by the City for participating in those actions listed in Sections A and B of this Article.
- D. To the extent that the Union, and all its officers and agents, fully comply with Sections A and B of this Article, there shall be no liability on the part of the Union or its officers and agents for any damages resulting from the unauthorized breach of this Article by individual members of the Union.

## 12. SENIORITY

- A. Seniority. Seniority is defined as the length of continuous service within the Department without interruption or breaks. Seniority, as defined above, is established to serve as a basis for determining Employee seniority rights provided for in this Agreement including the order of demotion or lay off in the event of a reduction in force and the reemployment rights of Employees.
- B. Continuous Service. Continuous service shall mean employment with the Department without interruption or breaks. The following shall not be considered breaks in service.
  - 1. Service in the Armed Forces of the United States up to five (5) years, or longer if such service is exempt under applicable law.
  - 2. Absence from work due to injuries compensated for under the Workers' Compensation Act of the State of Michigan.
  - 3. Lay off as a result of a reduction in force for a period not exceeding two (2) years.
  - 4. Other approved leaves of absence for a period not exceeding one (1) year.
- C. Personal Leave of Absence. Employees may be granted a personal leave by the City for up to one (1) year. Seniority accrued prior to the leave will be retained but Employees will not accumulate additional seniority for the period of the leave, except that this provision shall not apply to leaves related to the military.
- D. Loss of Seniority. An Employee shall lose his/her seniority for the following reasons only:
  - 1. Resignation.
  - 2. Retirement.
  - 3. Discharge.

4. If an Employee working 8- or 10-hour shifts fails to report to work for five (5) consecutive calendar days, an Employee working 12-hour shifts fails to report to work for four (4) consecutive tours of duty, or an Employee working 24-hour shifts fails to report to work for two (2) consecutive tours of duty, without providing proper notice to the Department, unless the Employee, in the judgment of the Department, is completely incapacitated through no fault of his/her own or subject to some other emergency situation that, through no fault of his/her own, makes him/her unable to report said absence and is able to supply sufficient proof thereof.
  5. If an Employee working 8- or 10-hour shifts fails to report within three (3) consecutive calendar days, or an Employee working 12- or 24-hour shifts fails to report to work within two (2) consecutive tours of duty, after leave of absence, vacation, or suspension.
  6. Failure of a laid-off Employee to notify the Department of his/her intent to return to work within seven (7) days after notice has been sent by the Department to the laid-off Employee at his/her last address on the Department's records at time of layoff.
  7. Absence from work for any reason (including lay-off) in excess of two (2) years, except as set forth in Section B.1 of this Article.
- E. Resolving Ties in Seniority. Where two (2) or more persons have the same seniority date, the Employee who was first hired, according to the time stamp on his/her job application, shall be deemed as having the greater seniority.
- F. Seniority Lists. The City will e-mail to the Union, upon request (limited to two (2) times per year), a seniority list showing each Employee's name, address, department, classification, and Department seniority date.
- G. Probationary Employees.
1. The probationary period for Employees commencing employment in the Fire Department shall be the first twelve (12) months of their employment in the Department. Such Employees are hereafter referred to as Trial Firefighters.
  2. The Union shall represent Trial Firefighters for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment; provided, however, that Trial Firefighters shall have no right to present grievances under Article 8, except that such Employees may present grievances concerning their pay.
  3. The Department may, in accordance with Human Resources Department and Civil Service Rules, extend a Trial Firefighter's probationary period or take action to separate the Trial Firefighter as a probationary employee.



4. The Department shall notify the Union of the reasons for any extension of probation.

H. Promotions Involving Positions Other Than Designated Job Classifications.

1. Up to and including June 30, 2015, the promotional criteria and procedures set forth in the parties' 2009-2013 collective bargaining agreement shall apply to all promotional vacancies within the Union's bargaining unit, except for vacancies within the Designated Job Classifications (which are addressed in Article 7). Starting on July 1, 2015, the promotional criteria and procedures set forth in the parties' 2009-2013 collective bargaining agreement shall be null and void.
2. Promotions Within The Firefighting Division On and After July 1, 2015. Starting on July 1, 2015, promotional vacancies within the Firefighting Division, except for vacancies within the Designated Job Classifications (which are addressed in Article 7), shall be filled in accordance with the following terms:
  - a. Subject to Section H.2.m, promotional vacancies within the Firefighting Division (except for designated Job Classifications) shall be filled by the Executive Fire Commissioner, or his or her designee, based exclusively upon the promotion eligibility list rankings described below in Sections H.2.c and H.2.l. The Department shall develop and maintain a promotion eligibility list for each classification. A promotion eligibility list shall remain effective for two (2) years, as long as active employee names remain on the list.
  - b. The number of slots on the promotion eligibility list for a classification shall be determined by the Department, based upon the number of promotions that the Department reasonably expects to make into that classification during the two (2) year period that the list will be effective. The Department will inform the Union of this number prior to the announcement of the Administered Examination for the position.
  - c. Employees shall be placed on the promotion eligibility list for a classification based upon performance on an Administered Examination. The Employee with the highest score on the Administered Examination shall be placed first on the promotion eligibility list, the person with the next highest score shall be placed second, and so on, until all slots on the list are filled. Seniority shall be used to break any ties in scores on the Administered Examination. The Department shall provide the Union with a copy of each promotion eligibility list within thirty (30) days of its completion, prior to publicly posting the list. When the Department updates eligibility lists, remaining names not promoted will be placed on top of the list in their existing order.
  - d. The Department shall announce each Administered Examination at least ninety (90) days in advance of its commencement, unless the parties agree

to a shorter time period. To be eligible for an Administered Examination for a classification an Employee:

- i. Must submit to the Department a letter of application (resume optional) for promotion to the classification within the time period stated in the examination announcement.
- ii. Must satisfy the educational prerequisites applicable to the classification to which he/she seeks to be promoted:
  1. For promotions to Sergeant classifications:
    - a. Fire Officer I & II certification;
    - b. EMT licensure for any promotions after July 1, 2016.
  2. For promotions to Lieutenant and Captain classifications:
    - a. Fire Officer I, II, & III certification;
    - b. EMT licensure for any promotions after July 1, 2016.
  3. For promotions to Battalion Chief classifications:
    - a. Fire Officer I, II, & III certification;
    - b. EMT licensure for any promotions after July 1, 2016.
    - c. At least an Associate's Degree for any promotions after July 1, 2017.
- iii. Upon request, and on a one-time basis, the City will provide each Employee with Fire Officer certification and EMT training selected by the City. Additionally, the City shall reimburse Employees for EMT licensing costs. In addition, the City will pay the state registry test fees up to three times for each employee.
- e. The Department will provide the Union with the Administered Examination announcement at the time of posting. Following the closure of the time period stated in the examination announcement, the Department will provide the Union with a list of Employees who submitted a letter of application and a list of Employees who are eligible for the Administered Examination.
- f. Each Administered Examination shall consist of the following four (4) criteria: (1) Seniority; (2) Assessment of Candidate's Evaluation and Discipline History; (3) Written Examination; and (4) Oral/Proficiency Interview.

- g. The weights assigned to the four (4) criteria that compose the Administered Examination shall be as follows:
  - i. The total weight assigned to the Seniority criteria shall be 45%;
  - ii. The total weight assigned to the Evaluation and Discipline History criteria shall be 15%;
  - iii. The total weight assigned to the Written Examination criteria shall be 25%; and
  - iv. The total weight assigned to the Oral/Proficiency Interview criteria shall be 15%.
- h. For the Seniority criteria, full marks shall be given as follows:
  - i. For promotions to Sergeant classifications: 96 months experience in the Detroit Fire Department;
  - ii. For promotions to Lieutenant classifications: 132 months experience in the Detroit Fire Department;
  - iii. For promotions to Captain classifications: 168 months experience in the Detroit Fire Department; and
  - iv. For promotions to Battalion Chief classifications: 204 months experience in the Detroit Fire Department.

Notwithstanding the foregoing:

- i. No Employee may be promoted to a position covered by this Section H.2 unless he/she has completed at least thirty (30) months in the classification immediately below the vacancy.
  - ii. An Employee must have 96 months' experience in the Detroit Fire Department Firefighting Division to apply for promotion to Sergeant classifications within the Firefighting Division.
- i. For the Evaluation and Discipline History criteria, the following considerations shall apply:
    - i. For each candidate, the Department shall average the candidate's overall rating on his or her last three (3) evaluations. A candidate shall receive full marks in the Evaluation and Disciplinary History criteria if his or her average rating is a 5.0 (highest), and pro rata marks for lower average ratings.

- ii. The Department shall conduct evaluations every six (6) months, and each evaluation shall consider an Employee's job performance during the preceding six (6) months. The Employee will receive a copy of the evaluation. If the Employee disagrees with the evaluation, the Employee may appeal the evaluation to the next superior officer.
- iii. Each evaluation shall rate an Employee's performance on a five point scale, from 1.0 (lowest) to 5.0 (highest). Criteria for evaluation shall include professional knowledge, performance of job duties, mentorship of other Employees, self-improvement, teamwork, leadership, professional appearance, adherence to safe work practices, effectiveness in reporting and administrative duties, disciplinary history and attendance record. Each Employee shall receive an overall rating based upon scores in the individual evaluation criteria.
- j. For the Written Examination criteria, a candidate will receive full marks for passage of the exam. A candidate passes the exam when he/she receives 70% of the available points. Upon release of a candidate's Written Examination score, the Department will provide the candidate with his/her Written Examination answers and the Written Examination answer key.
- k. For the Oral/Proficiency Interview criteria, the following considerations shall apply:
  - i. The Panel that administers and scores the Oral/Proficiency Interview will consist of persons outside the Detroit Fire Department.

Each interview shall consist of a mix of oral and written questions, and each candidate for a rank shall be asked uniform and identical questions. The Department will provide the Union with a list of interview questions prior to the interviews, that may be asked.
  - ii. Questions may relate to any factor indicative of leadership ability including the following: knowledge of Department policies and procedures, knowledge of Department rules and regulations, knowledge of Department SOPs and SOGs, knowledge of ICS, courage and commitment to duty, and ability to handle personnel problems. Additionally, candidates may be asked to conduct a teaching demonstration and may be provided emergency simulations to assess.
  - iii. The evaluators shall rate the quality of a candidate's responses on a five point scale, from 1.0 (lowest) to 5.0 (highest). A candidate

shall receive full marks for the Oral/Proficiency Interview criteria based upon a score of 5.0, and a pro rata mark for a lesser score.

- iv. Each interviewee shall be notified of his/her results by letter within ten (10) days after the Oral/Proficiency Interviews are completed. Thereafter, any candidate may review his/her results.
- l. At any time, an individual on a promotion eligibility list may request to be removed from that eligibility list. Additionally, Employees may be removed from a promotion eligibility list by the Department, or receive a lower ranking on an eligibility list, for cause. To the extent that any Employee is removed from a promotion eligibility list, or receives a lower ranking on an eligibility list by operation of this Section H, the Department shall furnish the Union with an amended promotion eligibility list.
- m. Performance Promotions. Notwithstanding any other provision of this Agreement:
  - i. Starting from the first promotion going forward, the Executive Fire Commissioner may choose every sixth promotion to each rank (Sergeant, Captain, Lieutenant, Battalion Chief) at his discretion, on the basis of performance. Every sixth promotion will be counted on a consecutive basis and counting will carry over from eligibility list to eligibility list.
  - ii. To be eligible for a performance selection promotion, an Employee must be on the promotion eligibility list for the Classification at issue.
  - iii. In selecting from among such individuals, the Executive Fire Commissioner, or his or her designee, may take into account any factor indicative of performance or leadership ability. The Department will notify the Union, in writing, of the identity of the Employee who receives a performance selection promotion at the time of promotion.
- 3. Transfers and Promotions in Divisions Other Than the Fire Fighting Division On and After July 1, 2015. Starting on July 1, 2015, transfers to and promotions within divisions other than the Firefighting Division, except for vacancies within the Designated Job Classifications (which are addressed in Article 7), shall be based upon Employees' ascertained qualifications and shall be filled in accordance with the following terms:
  - a. Posting of Notice. Where a vacancy exists for a position outside the Firefighting Division (other than a Designated Job Classification), the Department will post notice of the job vacancy for ten (10) days in the Commissioner's Bulletin. Each such notice shall identify the vacant job

classification, the qualifications for the position, the salary, the location of any written examination for the position, and the date and time when the written examination will be held.

- b. To be eligible for transfer or promotion to a classification outside of the Firefighting Division, an Employee must satisfy the following prerequisites:
  - i. For all promotions to Lieutenant and Captain:
    - 1. Fire Officer I, II & III certification.
  - ii. For promotions to Lieutenant classifications (arson, fire prevention, community relations): Sixty (60) months experience in the Detroit Fire Department.
  - iii. For promotions to Lieutenant classifications (training academy): Ninety-six (96) months experience in the Detroit Fire Department, with sixty (60) months experience in the Firefighting Division.
  - iv. For promotions to Fire Investigation Lieutenant (arson), Employees must have sixty (60) months experience in the Detroit Fire Department. Employees will be subject to a background check prior to placement in a Fire Investigation Lieutenant position. Qualifying applicants will be required to attend and pass the basic police training course, which is a 26-week training program to remain in the classification after being promoted. An Employee placed in the Fire Investigation Lieutenant position who fails to pass the basic police training course will revert back to the position that the Employee held immediately prior to the Fire Investigation Lieutenant position.
  - v. For promotions to Central Communications Division:
    - 1. Assistant Fire Dispatcher: None
    - 2. Senior Asst. Fire Dispatcher: Two (2) years in lower position
    - 3. Fire Dispatcher: Two (2) years in lower position; Emergency Fire Dispatcher (EFD) certification after July 1, 2016; Emergency Medical Dispatcher (EMD) certification after July 1, 2016; with EFD and EMD training provided by the City.
    - 4. Senior Fire Dispatcher: Two (2) years in lower position; Emergency Fire Dispatcher (EFD) certification after July 1, 2016; Emergency Medical Dispatcher (EMD) certification

after July 1, 2016 with EFD and EMD training provided by the City.

5. Asst. Supervising Fire Dispatcher: Two (2) years in lower position; at least an Associate's degree after July 1, 2017.
- vi. No Employee may be promoted to a position covered by this Section H.3 unless he or she has completed at least thirty (30) months in the classification immediately below the vacancy, except for promotion to the Communications Division.
- vii. Seniority in the non-firefighting positions will not apply as seniority in the firefighting positions. Seniority in the firefighting positions will not apply in the non-firefighting positions.
- c. Application. Employees interested in applying for the vacant position outside the Firefighting Division must meet the prerequisites and qualifications listed on the posting and must submit a letter of application (resume optional) to the Department during the ten (10) day posting period. The Department will provide the Union with each notice of job vacancy prior to posting. After the conclusion of the ten (10) day posting period, the Department will provide the Union with a list of employees who have submitted a letter of application.
- d. Selection. In filling vacancies outside the Firefighting Division that are subject to this Section H.3, the Executive Fire Commissioner, or his or her designee, will make a selection based upon performance upon an Administered Examination. The weights assigned to the four (4) criteria that compose the Administered Examination shall be as follows:
  - i. Seniority: 45%
  - ii. Written Examination: 25%
  - iii. Evaluation and Discipline History: 15%
  - iv. Oral/Proficiency Interview: 15%

The Employee with the highest score on the Administered Examination shall be placed first on a vacancy or transfer eligibility list, the person with the next highest score shall be placed second, and so on, until all slots on the list are filled. The Executive Fire Commissioner, or his or her designee, will make a selection based exclusively upon the vacancy or transfer list rankings.
- e. In assessing the criteria in H.3.d. the Executive Fire Commissioner, or his or her designee, shall apply the considerations described in Section H.2 above.

- f. If an Employee transfers from the firefighting division to another division and has an EMT license at the time of the transfer, that Employee is required to maintain the EMT license.
4. Miscellaneous Provisions. As of the Effective Date of this Agreement, the following miscellaneous provisions shall apply:
- a. Executive Fire Commissioner's Discretion.
    - i. Notwithstanding any other provision of this Agreement, the Executive Fire Commissioner shall have the discretion to deploy, assign, and reassign individuals in Lieutenant, Captain, and Battalion Chief classifications in a manner consistent with the needs of the Department, but in no case for disciplinary reasons or if it results in a change in work hours or schedule.
    - ii. Resumes will be required for the position of Battalion Chief and above.
  - b. Performance of Essential Functions. To be selected for any job vacancy, an Employee on leave of absence due to injury must be able to immediately return to full duty and to perform the essential functions of his/her new position, as certified by a physician designated by the Department. An individual passed over for a promotion within the Firefighting Division by operation of this Section H.4.b shall remain on the applicable promotion eligibility list while it is in effect, except as provided in Section H.2.m.
  - c. Physical Examination/Drug Test. Employees selected for promotion shall be required to pass a physical examination and a drug test.
  - d. Increases in Pay. An Employee selected to fill a job vacancy shall fill that position within twenty-four (24) hours. The selected Employee shall not receive an increase in pay until he/she begins work on the new job classification.
  - e. Probationary Period. Employees who are promoted or placed in accordance with the terms of this Section H shall serve a six (6) month probationary period in the new rank or classification, except that Employees promoted to the position of Fire Investigation Lieutenant shall serve a twelve (12) month probationary period in the new rank. Employees shall be paid in accordance with their new rank during this probationary period. Upon conclusion of the probationary period and recommendation of the Officer in Charge of the Division, the Employee may be retained or returned to his/her prior position at the discretion of the Executive Fire Commissioner or his/her designee. In all events, Employees will receive seniority credit for work performed during promotional probationary periods.



- f. Return to Prior Classification. An Employee promoted or placed in accordance with the terms of this Section H who wishes to return to his or her prior classification may do so if a vacancy exists in the prior classification and provided further that the Employee shall not be eligible for promotion or placement on a promotion eligibility list for two (2) years thereafter. If no vacancy exists, the Employee must wait until a vacancy opens.
- g. Anti-Nepotism Policy. All Employee advancement decisions made in accordance with this Section H will be made on the basis of the criteria stated herein. It is inappropriate for individuals to be promoted on the basis of a close family relationship with any other City employee. However, no Employee who is eligible for a promotion shall be denied that promotion on the basis of a family relationship with another individual employed by the City.
- h. Review Board. The Department and the Union shall meet to develop a Review Board, which shall discuss the details, practices, and procedures associated with the promotion process described in this Section H, as well as any issues associated with the promotions process.

I. Transfers.

- 1. Transfers Within the Fire Fighting Division. Transfers between locations within the Firefighting Division shall be made based on seniority within rank. Company transfers shall be processed according to the following procedure:
  - a. On a bi-annual basis (i.e., prior to the winter furlough drawing and prior to the summer furlough drawing), the Department shall post a list of vacancies for ten (10) calendar days. Employees interested in transferring locations must submit a transfer request to the Chief of Fire Operations during the ten (10) calendar day posting period.
  - b. When an Employee's request for transfer is granted, his original position within a company will be considered a vacancy during the next transfer period.
  - c. Mutual trades between Employees by way of the transfer procedure are not permitted.
  - d. Transfer requests for a vacancy in a specific location shall have priority over promotees to the rank in which that vacancy occurs.
- 2. Employees Injured On Duty. To be selected for voluntary transfer under this Section, an Employee on leave of absence due to injury or illness must be able to immediately return to full duty and to perform the essential functions of his/her new position, as certified by a physician designated by the Department.

3. Executive Fire Commissioner's Authority. The Executive Fire Commissioner may exclude transfers involving any division, section, entity, company, or location from the above procedure. Employees may be transferred (either temporarily or permanently) to any other division, section, entity, company, or location, except that Directors of the Union will not be involuntarily transferred from the Battalion they have been elected to serve during their term of office. Seventy-two (72) hours' notice will be provided in advance of any permanent transfer.

J. Reduction In Force. When there is an impending reduction in force within the bargaining unit, the City shall inform and consult with the Union as soon as there is any possibility of said reduction in force.

1. In the event of a reduction in force in the Department, it shall be made among all Employees in the same classification, according to seniority. The Employees with the least amount of service shall be the first laid off and the last to be recalled.
2. Any grievance submitted concerning a layoff will be submitted at Step 2 of the grievance procedure and the parties expressly agree that they will expedite the final resolution thereof.

### **13. DEFENSE AND INDEMNIFICATION**

Chapter 13, Article 11 of the Municipal Code of the City of Detroit is incorporated by reference into this Agreement as if its terms were specifically set forth herein.

### **14. RESIDENCY**

There is no requirement for bargaining unit members to reside within the City of Detroit. During the life of this contract, residency shall not be a condition of employment for any member of the bargaining unit.

### **15. VETERANS - RESERVES - EDUCATION**

Nothing in this Agreement shall abridge the rights and preferences of veterans and members of the armed forces reserves, as provided by Federal, State, and Local Laws, Rules and Regulations.

### **16. MISCELLANEOUS**

- A. Bulletin Boards. The City will furnish, for the use of the Union, space for a bulletin board at each location where bargaining unit members are assigned. The bulletin boards shall not contain anything of a political or libelous nature.
- B. Physical Abilities Test. Employees returning from leaves of absence lasting longer than one (1) year, including Employees returning from duty disability, must pass the Physical Abilities Test prior to returning to work.

C. M.F.R. and E.M.T. Training, Licensure, and Work.

1. Subject to the provisions of this Section and as a condition of employment, Employees must be licensed by the State of Michigan to perform Medical First Responder (M.F.R.) and Emergency Medical Technician (E.M.T.) work. Additionally, as a condition of employment, the Department may require Employees to perform M.F.R. and E.M.T. work.
2. M.F.R. and E.M.T. Training. The Department shall require all Employees, at the City's expense, to complete training in M.F.R. and E.M.T. skills, subject to the terms of this Section.
  - a. Employees Hired Prior To The Effective Date Of This Agreement:
    - i. By October 1, 2014, the Department shall begin providing M.F.R. training to Employees hired prior to the Effective Date of this Agreement. Such Employees must complete M.F.R. training by December 31, 2015.
    - ii. By January 1, 2015, the Department shall begin providing Employees hired prior to the Effective Date of this Agreement with E.M.T. training. Such employees must complete E.M.T. training by June 30, 2017.
  - b. Employees Hired After The Effective Date Of This Agreement:
    - i. The Department shall provide Employees hired after the Effective Date of this Agreement with M.F.R. training as part of their required training at the Regional Training Center.
    - ii. The Department shall provide Employees hired after the Effective Date of this Agreement with E.M.T. training within a reasonable period of time. The Department may make E.M.T. training part of required training at the Regional Training Center. Notwithstanding the foregoing, the Department shall not be obligated to provide E.M.T. training to new hires who are already licensed to perform E.M.T. work.
3. M.F.R. and E.M.T. Licensure.
  - a. Beginning January 1, 2016, all Employees must be licensed to perform M.F.R. work. The Department may lay off any Employee who fails to become licensed by January 1, 2016, provided that the Department shall not layoff an employee who has not been offered M.F.R. training. An Employee laid off in accordance with this Section shall be promptly reinstated, with no loss of seniority, if he or she becomes licensed to perform M.F.R. work within 12 months of layoff. An Employee laid off

in accordance with this Section shall be discharged if he or she fails to become licensed to perform M.F.R. work within 12 months of layoff.

- b. Beginning July 1, 2017, all Employees must be licensed to perform E.M.T. The Department may lay off any Employee who fails to become licensed by July 1, 2017, provided that the Department shall not layoff an Employee who has not been offered E.M.T. training. An Employee laid off in accordance with this Section shall be promptly reinstated if he or she becomes certified to perform E.M.T. work within 12 months of layoff. An Employee laid off in accordance with this Section shall be discharged if he or she fails to become certified to perform E.M.T. work within 12 months of layoff.
- c. The Department shall have no obligation to provide to or otherwise pay for additional M.F.R. or E.M.T. training to an Employee laid off in accordance with this provision.

4. Performance of M.F.R. and E.M.T. Work.

- a. The Department may assign M.F.R. work to Employees licensed to perform such work, and the Department may assign E.M.T. work to Employees licensed to perform such work.
- b. The Department may develop policies and procedures related to M.F.R. and E.M.T. assignments. The Department will meet and confer with the Union prior to developing, implementing, or amending any such policies and procedures.
- c. Those Employees performing M.F.R. or E.M.T. work must maintain, at the Department's expense, their license or certification as a condition of employment. Upon expiration of any stipulated licensure or certificate, the Employee shall have ninety (90) days to renew or restore the license or certificate. Employees not fulfilling those requirements are subject to discharge.

5. Notwithstanding the foregoing, Employees with more than fifteen (15) years seniority as of the Effective Date of this Agreement shall not, as a condition of employment, be required to become licensed to perform E.M.T. work. This Section shall not impact or diminish the requirements for promotion set forth in Article 12.

6. Notwithstanding any other provision of this Agreement, the Department may assign members of the Police Officers Association of Michigan and the Emergency Medical Service Officers Association (or any successors to those organizations) to any fire apparatus and assign to such individuals the following functions:

- a. Providing training on any aspect of M.F.R. or E.M.T. work;

- b. Providing oversight or quality assurance on any aspect of M.F.R. or E.M.T. work;
- c. Working as the fourth person on any fire apparatus team qualified to provide basic life support;
- d. Working as the fifth person on any fire apparatus team qualified to provide advanced life support.

Individuals assigned the functions described in Section C.6.c or Section C.6.d of the Article must have Fire Fighter I & II certification. Employees may receive such certification from the DFD Training Academy. Employees who receive such certification outside of the DFD Training Academy will be required by the Department to complete refresher training specific to Detroit Fire Department operations.

- 7. The DFD shall provide the Association with thirty (30) days' notice prior to the Effective Date of the M.F.R. program pursuant to Section C.4.b of this Article.
- 8. When fifty percent (50%) of the bargaining unit members required to complete E.M.T. certification have successfully obtained such certification, the Department will meet and confer with the Association for the sole purpose of discussing wages.
- 9. Rapid Response Vehicles shall primarily be used for medical runs, but may respond as extra manpower to fire scenes. If a Rapid Response Vehicle is dispatched to a fire scene, it will assist the Rapid Intervention Team and/or address any medical emergencies on the fire scene.
- D. Injury-on-Duty Status. Members who are injured on duty shall be carried on injured-on-duty status from the hour the injury is incurred, regardless if the following tour of duty is a Leave day, Extra leave day, or Extra-extra leave day.
- E. Mutual Benefit Fund. At the request of the Union, the City shall deduct from the check of each member of the Active Mutual, an amount as determined by the Secretary of the Detroit Fire Department Mutual Benefit Fund, at the occurrence of any assessments of premiums due to the active death by any member.
- F. Fire Helmets and Shields. Helmets and shields currently issued to retiring members may be kept by those members.
- G. Direct Deposit Program. A member of the bargaining unit shall participate in a direct deposit program offered by the City to the extent that the program includes a financial institution at which the member has an account.
- H. Arson Division Weapons. All Arson Division Employees with a full service retirement shall be provided at no charge with their Department-issued service weapon upon retirement. An Employee will have no more than thirty (30) days after separation to make

such request to the Executive Fire Commissioner. The Department may refuse to give Employees their weapons for good cause shown. Good cause will be established where an Employee has pending criminal charges or has been convicted of a crime, is subject to Departmental investigations or psychological restrictions. Employees who are involuntarily discharged will not receive a service weapon.

- I. Outside Employment. An Employee engaged in outside employment shall annually notify the Executive Fire Commissioner of the type of such employment and the name and address of such employer(s). Employees engaged in casual (i.e., sporadic) outside employment need only provide such information once per year unless the nature or type of outside employment substantially changes.
- J. Parking. The Department shall supply free parking for all non-civilian members assigned to Fire Department Headquarters during the hours of such assignments.
- K. Payment of Banked Time on Separation. Whenever an Employee leaves employment with the City, such Employee will be paid for all banked time, other than sick time, at the prevailing rate of pay in effect at the time of separation. This includes, but is not limited to, separation with a deferred vested pension or under a disability. DROP plan participants will only receive payout for banked time when they permanently retire, not when they enter the DROP plan. Payments will be paid within ninety (90) days if the amount is less than ten thousand dollars (\$10,000), and if in excess of ten thousand dollars (\$10,000), the amount will be made in semi-annual installments over a three (3) year period with the installments due on February 1 and August 1 with no interest due.
- L. Meals. Employees shall, as a condition of employment, contribute financially to congregate meals in the firehouse at a charge equal to the value of the meals, irrespective of whether the Employee chooses to eat the meal. The City shall be held harmless from any circumstances that may flow from this provision and the City is not required to maintain any records whatsoever referable to this provision.
- M. Lunch Breaks.
  - 1. All Employees who work a 10-hour tour of duty shall have a thirty (30) minute lunch period and two (2) fifteen (15) minute breaks during each tour of duty. The Employee, if his/her schedule or personal business requires it, may opt to combine the two (2) fifteen (15) minute breaks with their thirty (30) minute lunch for a total of a one (1) hour break. If such option is selected, the Employee shall notify and secure permission to do so prior to the beginning of his/her tour of duty. In no case shall the combined break time exceed one (1) hour. At the beginning of each thirty (30) minute lunch, the Employee shall notify Central Office upon going out of service and upon returning to service.
  - 2. Central Office Employees who work a 12-hour tour of duty shall receive three (3) fifteen (15) minute breaks and one (1) sixty (60) minute lunch.

N. Light Duty.

1. An Employee placed on light duty by a physician will report immediately with his/her light duty authorization letter to his/her division head. The Executive Fire Commissioner or his/her designee will determine an appropriate light duty assignment based on the restriction. Employees assigned to light duty may be placed on any shift and/or schedule within the Employee's restrictions. Employees who have requested an assignment to light duty from a non-duty related injury may be examined by a Department-designated physician if deemed necessary by the Department.
2. Subject to the language in Section T, the Department may determine the number, location, and duration of restricted duty assignments, as well as whether a restricted duty assignment vacancy exists.
3. To the extent permitted under applicable law, the Department may give preference for restricted duty assignments to an Employee whose injury or illness is determined to have occurred while the Employee was on duty over an Employee whose injury or illness is determined to have occurred while the Employee was off duty. When the Department determines that the number of restricted duty Employees exceeds the available number of restricted duty assignments or no light duty assignment is available within the Employees' restrictions, in accordance with the limitations enumerated below, Employees having or seeking a restricted duty position for a non-duty related medical condition may be required to utilize sick time benefits, as determined by the Department. An Employee who is required to utilize sick time benefits by operation of this Section but who has no accumulated sick time will be allowed to use other accumulated time to cover the absence.
4. Light duty assignments shall not be permanent. Employees may only remain on light duty for one (1) year or less. Employees may be subject to a duty or non-duty disability if: (i) they are unable to perform the essential functions of their permanent position within one (1) year of being assigned to light duty; or (ii) they are unable to perform the essential functions of an existing vacant position for which they are qualified within one (1) year of being assigned to light duty.
5. Return to Duty. To assure proper safeguards for Department personnel, Employees who are ordered off duty by either the Employee's treating physician or a physician designated by the Department due to a non-duty related illness or injury, will not be returned to full or light duty assignments without being certified for such assignment by either the Employee's treating physician or a Department-designated physician. Employees who are ordered off duty based on a duty related injury or illness will not be returned to full or light duty assignments without being certified for such assignment by a Department-designated physician.

If the Employee-selected physician and the City-selected physician disagree on whether the Employee can return to work, the provisions of Article 9, Section C.6 shall apply.

O. Determination of Sick or Injured-on-Duty Status.

1. Initial Determination. It is the responsibility of the physician designated by the Department to determine initially whether an illness or injury of an Employee is duty incurred. When an Employee sustains an original injury in the performance of duty during his/her regular duty hours, and is unable to complete his/her tour of duty, he/she shall be carried injured-on-duty status. Except in accordance with the provisions of Article 9, Section C.6, under no circumstances shall the status of an Employee being carried sick or injured-on-duty status be changed in the time book or other Department records without the written authorization of a physician designated by the Department. A physician designated by the Department shall authorize such change by preparing an inter-office memorandum.

If the Department designated physician determines that the Employee's injury/illness is not work-related, the Employee has a right to be examined by a physician of his/her own choice. If the Employee-selected physician and the City-selected physician cannot agree on the origin of the injury/illness, the provisions of Article 9, Section C.6 shall apply.

2. Treatment. After twenty-eight (28) days from the inception of medical care by a City-selected physician for an injury/illness that occurred in the line of duty, an Employee shall have the right to be treated by a physician of his/her own choice. The City shall pay pre-approved medical expenses. If the Employee-selected physician and the City-selected physician disagree as to the proposed treatment and the parties cannot agree on the treatment, the provisions of Article 9, Section C.6 shall apply.

- P. Payroll Errors and Adjustments. When by payroll error an Employee is underpaid or overpaid, the City is expressly authorized to correct the underpayment or overpayment by payroll adjustment as well as taking any steps permitted by applicable law. The City shall notify an Employee in writing prior to making any payroll recovery. Each deduction by the City shall be substantiated in the records of the City and, where practicable, shall be identified as to the individual Employee. Prorating of deductions between two (2) or more Employees is not permitted. For overpayment of two thousand six hundred dollars (\$2,600) or less, the City is authorized to deduct up to one hundred dollars (\$100) bi-weekly. For overpayment of more than two thousand six hundred dollars (\$2,600), the City may recoup the total amount of overpayment in equal bi-weekly deductions, to ensure recoupment of the entire amount within one (1) year. If the Employee separates from City service, the entire unpaid balance shall be recoverable immediately. Notwithstanding the above requirements, in those cases where an overpayment is made by direct deposit, the City may recoup such overpayment in its entirety within twenty-four (24) hours, provided that the City makes correct payment within that twenty four (24) hour period.



# **EXHIBIT 6**

(PART 2)

Q. Payroll and Check Stubs:

1. If the City implements a new payroll system, the parties shall meet to define what payroll codes or designations will be used to define the provisions of an Employee's check stub. The parties will also meet to discuss whether the change in the payroll system makes it possible to address the issue of direct deposit during the holiday weeks.
2. Subject to Article 16, Section G, all paychecks and/or pay stubs shall be distributed in individually sealed envelopes.

R. Duty Officer - Fire Marshal Division. A minimum of two (2) hours pay or compensatory time shall be paid or credited to a duty officer for each instance where he/she is called back to attend to Department business from off duty. After three (3) hours of overtime work, a duty officer shall receive time and a half overtime pay or compensatory time for all time worked after three (3) hours. Where a member is assigned as duty officer for a specified period, every seventh (7th) day of that period (i.e., the 7th day, the 14th day, etc.), after three (3) hours of overtime work a duty officer shall receive double time (2x) for all time worked after three (3) hours.

S. On-Duty Injury Bills. The City shall pay on-duty injury bills within sixty (60) calendar days of receipt of the bill. If the City does not pay a bill within sixty (60) calendar days of receipt, the City shall provide the Union with a suitable explanation for the delay.

T. Limitation on Location. No Employee serving in a light or regular duty capacity shall be required to work at a location (other than Headquarters) not currently staffed by a twenty-four (24) hour fire fighting company after 1700 hours.

U. Eligibility Standards for Driving Assignments. Employees shall be subject to Human Resources Directive 2014-1 Eligibility Standards for Driving Assignments, which may be amended from time to time by the Human Resources Department.

V. Non-Firefighting Division Employees shall not be required to use their personal vehicles for Department business.

## 17. COMPLIANCE WITH CITY LAW

The Department will comply with applicable City laws including, but not limited to, the provisions of the City Charter and the Ordinances and Resolutions of the City Council, as amended from time to time, relating to working conditions and compensation of Department personnel.

## 18. CONVENTIONS

A. Subject to the operating needs of the Department as determined by the Executive Fire Commissioner, time off without loss of pay shall be granted to all delegates duly elected to attend annual state or national conventions of Veterans' organizations with national Congressional Charters with dates and locations as approved by City Council. Such time

off shall be charged to vacation or compensatory time banks in accordance with City Council Resolutions.

- B. The Union may from time to time request City Council to approve attendance at state or national conventions of labor organizations by City employees without loss of time or pay.

## **19. HOURS AND LEAVE DAYS**

- A. The leave of absence of uniformed members of the Fire Fighting Division of the Department shall be, for each member, one day of twenty-four (24) hours off duty in every forty-eight (48) hours, and an additional twenty-four (24) consecutive hours off duty in each six (6) day period (such additional twenty-four (24) consecutive hours to be joined with proximate regular leave days so as to afford a leave period of seventy-two (72) consecutive hours), and an average of an additional twenty-four (24) consecutive hours off duty in every thirty (30) day period, and such additional periodic twenty-four (24) consecutive hours off duty thereby requiring such persons to work an average of forty-eight (48) hours per week; and a furlough of twenty (20) days in each year.
- B. The basic work week for members of the Arson Section shall be four (4), 10-hour tours of duty per week.
- C. The basic work week for members of Fire Prevention Section shall be four (4), 10-hour tours of duty per week, as follows:
  - 1. There are five (5) Sections in Fire Prevention:
    - General Assignment
    - Hazardous Materials
    - Public Assembly
    - Institutions
    - Court Section
  - 2. Under the schedule all members in each section shall be assigned a letter designation - A or B.
  - 3. All shifts shall work Tuesday through Thursday. The "A" shift shall work Monday of the first week and Friday of the second week and continue to alternate, while "B" shift shall work Friday of the first week and Monday of the second week, and continue to alternate.
  - 4. A member may voluntarily and at his sole option choose to have a work week of five (5) 8-hour tours of duty per week. A member exercising this option shall have the right once per fiscal year to return to a work week of four (4) 10-hour tours of duty per week.
- D. Firefighting personnel may be detailed for training purposes at the direction of the Department. These details may require that personnel be placed on a temporary 5-day,

40-hour work week training schedule, provided that the temporary schedule shall not interfere with approved furloughs or the holiday schedule. Firefighting personnel may be placed on such a temporary 5-day, 40-hour work week training schedule for up to four (4) consecutive weeks at a time and for a maximum of six (6) weeks per fiscal year. Thirty (30) days advance notice shall be given to the affected individuals where training may require the use of a 5-day, 40-hour work week training schedule. Any XXL days that conflict with assigned training will be rescheduled. Personnel detailed to training under this Section shall be compensated as if they were working their regular work schedule, except that they shall not receive shift differential.

- E. The normal work day for the Fire Dispatcher, the Senior Assistant Fire Dispatcher, and the Assistant Fire Dispatchers shall consist of a 12-hour shift.

## **20. TEMPORARY ASSIGNMENTS**

- A. Employees generally are to be assigned job duties and responsibilities which are appropriate in their classification. Subject to the requirements set forth in this Article, the Department may assign an Employee to perform work which falls outside his/her classification in accordance with its management rights under Article 3.
- B. When an Employee is assigned on a temporary basis to perform the duties of a higher classification for a period of eight (8) hours or more, he/she shall be compensated at the rate of the higher classification from the first hour in accordance with the situations listed below:

<b>Regular Classification</b>	<b>Classification of Temporary Assignment</b>
Fire Fighter	Fire Fighter Driver
Fire Fighter	Fire Sergeant
Fire Fighter Driver	Fire Engine Operator
Fire Fighter Driver	Fire Sergeant
Fire Captain	Battalion Fire Chief

- C. In all situations when an Employee in the classifications listed below is assigned on a temporary basis to perform the duties of any higher classification for a period of eight (8) hours or more, he/she shall be compensated at the rate of higher classification.

**Regular Classification**  
 Fire Investigator-Captain  
 Senior Fire Prevention Inspector  
 Fire Investigator-Lieutenant  
 Fire Prevention Inspector

- D. If the most senior and eligible Employee is passed over for a paid temporary assignment, he/she shall be provided the next opportunity to work a temporary assignment out of classification.

## **21. WORK RELIEFS**

- A. Employees are responsible for working their assigned and scheduled hours.
- B. "Buddy Reliefs" at the time of unit change shall still be effective.
- C. An Employee may send a substitute to work an assigned and scheduled tour of duty for him/her, provided that the Employee's contract for a work relief is in writing and signed by both the Employee and his/her substitute, and the substitute is acceptable to the Department. Work reliefs can be accomplished in only two (2) ways: (i) straight exchange; or (ii) payment by transfer of compensatory time. Although a written record will be made of the substitute's presence on the job, the Employee originally scheduled will be paid for the tour of duty.
- D. If an Employee has contracted for a work relief, and his/her substitute fails to show up for any reason or the substitute is unacceptable to the Department for any reason, the substitute shall be considered AWOL.
- E. The Department will keep records of work relief exchanges and will not approve or disapprove such exchanges (except as to acceptability of substitutes per paragraph F, below), and will not be a party involved in any such exchanges. Records of work relief exchanges will be kept within the appropriate battalion(s) and the Battalion Chiefs will be responsible for posting accurate records which will be audited quarterly.
- F. When a substitute presents himself at the beginning of a tour of duty, the Department may accept him or reject him as fit for duty and qualified to perform the job involved. An Employee may request, in advance, a ruling as to whether a particular Employee is an acceptable substitute for him, subject to his fitness for duty at the time of the substitution.
- G. Once accepted a substitute will be treated as on-duty.
- H. All Fire Fighters are required to actually work a minimum of sixty-five (65) duty tours per year (exclusive of disability or illness).
- I. In no case will work reliefs between Employees assigned to a forty (40) hour work week schedule result in an increase in overtime cost to the City.

## **22. FURLOUGHS SELECTION**

### **A. Policies – Furloughs.**

Employees shall make their furlough selection in accordance with this Article. Scheduling of furloughs or vacations shall be in conformity with regulations and procedures as may be established by the Chief of Fire Fighting Operations and the Executive Fire Commissioner.

B. Regular Furlough Days Per Year.

1. All confirmed members of the uniformed force of the Fire Fighting Division and other Employees required to be on twenty-four (24) hour shifts shall be entitled to eight (8) tours of duty off for furlough, which in conjunction with regularly scheduled leave days and extra leave days shall yield twenty (20) calendar days of vacation annually.
2. All confirmed members of the non-firefighting division and other 40-hour Employees shall be entitled to one hundred sixty (160) hours of vacation on January 1 of each year.

C. Extra Furlough Days.

1. Twenty-Four (24) Hour Shifts.

- a. Members having completed seven (7) years of service with the Department, but less than fourteen (14) years of service, shall be entitled to one (1) additional tour of duty per year, off for furlough, for a total of one (1) extra furlough day.
- b. Members having completed fourteen (14) years' service with the Department, but less than twenty-one (21) years of service, shall be entitled to two (2) additional tours of duty per year, off for furlough, for a total of two (2) additional furlough days.
- c. Members having completed twenty-one (21) or more years of service shall be entitled to one (1) additional tour of duty per year, off for furlough, for a total of three (3) additional furlough days.

2. Eight (8) and Ten (10) Hour Shifts. All members of the bargaining unit who are required to work 8-hour or 10-hour tours of duty will be entitled to extra furlough time under the conditions and in the amounts described below. This extra furlough time will be credited to each eligible Employee's furlough bank on January 1 of each year:

- a. All members of the bargaining unit who are required to work 8-hour or 10-hour tours of duty, upon completion of seven (7) but less than fourteen (14) years of service with the Department shall be entitled to twenty-four (24) additional hours off for furlough per year.
- b. All members of the bargaining unit who are required to work 8-hour or 10-hour tours of duty, upon completion of fourteen (14) but less than twenty-one (21) years of service with the Department, shall be entitled to twenty-four (24) additional hours off for furlough per year, for a total of forty-eight (48) additional furlough hours.

- c. All members of the bargaining unit who are required to work 8-hour or 10-hour tours of duty, upon completion of twenty-one (21) years of service with the Department, shall be entitled to twenty-four (24) additional hours off for furlough per year, for a total of seventy-two (72) additional furlough hours.

D. Additional Furlough Days Per Year - Crediting And Liquidation.

Members shall be initially credited with and entitled to liquidate additional furlough days (hours) beginning the series following the anniversary of their appointment in the Department. Thereafter, crediting shall occur each year with the crediting of regular furlough days (hours) for the winter furlough series.

E. Furlough Series.

1. There shall be a summer series of furloughs commencing about April 1st, extending to about October 1st, and a Winter Series commencing about October 1st, extending about April 1st the following year.
2. All regular furlough series shall commence at 0800 hours.

F. Furlough Draw.

All company personnel shall draw furloughs with their assigned company unit. Battalion Fire Chiefs shall draw separately by units, at a time set by the Chief of Fire Fighting Operations.

G. Transfers/Furloughs.

Upon completion of furlough selections, members shall be permitted to retain their furlough choice regardless of subsequent transfer or change of units.

H. Furlough Days - Carry Over.

1. All members shall liquidate all furlough days (hours) in each series unless granted special permission by the Chief of Fire Fighting Operations to carry over the days (hours) to the next series for unusual circumstances.
2. Members entitled to two (2) additional furlough days will liquidate one (1) in the summer series and one (1) in the winter series.
3. Those entitled to one (1) additional furlough day will liquidate by seniority, with highest seniority members being entitled to the summer series and with members with lesser seniority being entitled to the winter series, and this procedure shall be reversed annually beginning with each winter series.

I. New Members.

1. New members will be entitled to four (4) tours of duty off for furlough, which in conjunction with regularly scheduled leave days and extra leave days shall yield ten (10) calendar days of vacation in the furlough series in which they have completed six (6) months of service.
2. Applications for available furloughs shall be submitted immediately upon completion of six (6) months of service unless otherwise notified.

J. Furlough Drawing Procedures.

Upon receipt of furlough rosters and Office of Chief of Fire Fighting Operations Official Bulletins giving dates of furloughs and information regarding the drawing of furloughs, all members shall review furlough drawing regulations. Each confirmed member shall, with his assigned company, draw for furloughs at the designated time and date, selecting two (2) of the open five (5) day furloughs in the following manner:

1. On the initial drawing, every confirmed member shall select:
  - a. any pair of "paired" 5-day furloughs, or
  - b. any one of the single 5-day furloughs, or
  - c. any one 5-day furlough of any of the paired furloughs
2. Immediately after every member has made an initial choice, a second drawing shall be conducted for those members who chose only one (1) 5-day furlough on the first selection, and they shall select their second 5-day furlough at this time. The pairing arrangement shall be ignored after the initial drawing.
3. Furloughs that are "blocked out" in any company, shall be rotated each succeeding year so that no company will have the same furloughs "blocked out" in either the summer or winter series for two consecutive years.
4. Furlough schedules shall not contain identical "block outs" for companies in either a double or triple house.

K. Change of Furlough (Mandatory).

Whenever any member is affected by a transfer or unit change, he/she shall immediately submit a request for change of furlough in order to update all existing furlough rosters in the Department, unless otherwise notified.

L. Change of Furlough (Voluntary).

1. After the completed company furlough rosters have been forwarded to the Office of Chief of Fire Operations, members shall be informed as to which furloughs on each unit are open for request for change of furlough.



2. Voluntary requests for furlough changes or exchanges must be submitted by a date specified after the open furlough notice has been issued for the series involved. Any request that will benefit the Department manpower situation will be considered and granted by Department seniority by the Office of Chief of Fire Operations.

M. Even Exchange of Furloughs.

1. Requests for furlough "exchanges" between members on the same unit shall be permissible regardless of rank or the number of members already assigned to either of the furloughs involved.
2. These requests shall be considered by the Chief of Fire Operations. All requests for an even exchange shall be clearly marked as such and must be forwarded together to assure proper consideration.

Note: Battalion Fire Chiefs must exchange with Battalion Fire Chiefs.

N. Additional Furlough Days – Requesting.

1. Upon notice from the Department indicating which days are open in any series, members may submit requests, in accordance with procedures established by the Executive Fire Commissioner for the liquidation of additional furlough days.
2. Each request must list a choice of three (3) dates in the order of preference for each date being liquidated. Requests will be approved by Department seniority.

O. Canceled Furloughs.

1. In the event of sickness, injury, or funeral leave, which would occur during a regularly scheduled furlough, the balance of said furlough shall be canceled and rescheduled at a later date. In most cases of duty-connected injury, the Department shall schedule the furlough whenever possible at the Employee's requested time.
2. Upon return to duty, members shall immediately request the rescheduling of any canceled furloughs or portion thereof, subject to approval by the Office of the Chief of Fire Operations. Canceled furloughs shall be rescheduled to commence exactly as they were canceled, so as to end at 0800 hours on the terminal date of a later available furlough.

P. Furloughs Affected By Sickness, Injury, Or Funeral Leave.

1. Members who are injured or become sick, or who qualify for funeral leave during scheduled furlough, may upon proper authorization from the Department, substitute sick leave for the remaining portion of a five (5) day furlough. Members reporting sickness or injuries under these circumstances shall contact Central Office and request to be connected with a physician designated by the

Department. If the Department physician is unavailable, the member may request to be connected with the Senior Chief.

2. The Senior Chief, after receiving the necessary information, may cancel all or remaining portion of member's furlough and relay this information to the Battalion Fire Chief. The remaining portion of a five (5) day furlough affected under the above provisions shall be canceled at 0800 or 2000 hours.
3. In the event of a death occurring among members of an Employee's immediate family or among relatives of the Employee, as covered by funeral leave regulations, members so affected may notify the Department and request the substitution of funeral leave for the remaining portion of the five (5) day furlough.

Q. Military Leave - Leave of Absence.

Members going on extended Military Leave or Leave of Absence (other than for health reasons) will be allowed to liquidate all furloughs credited to them, including the furlough series in which the Military Leave or Leave of Absence becomes effective. The effective date of the leave shall be based on the total liquidation of all accumulated Department time, sick leave, furloughs, and Compensatory Time.

R. Resignations Affecting Furloughs.

Members resigning from the Department will be allowed to liquidate all furloughs credited to them. In order for a resigning member to receive furlough credits in any given furlough series, he/she will be required to have been confirmed and to have physically worked at least one (1) 24-hour tour of duty in the furlough series involved.

S. Suspensions Affecting Furloughs.

Members under suspensions shall not be allowed to draw for furloughs at the time of furlough selection. If the suspension is lifted and the member is reinstated, he/she shall be allowed to schedule his furloughs according to Section O.

T. Retirement Affecting Furloughs.

Retirements: 25-years' service (Old and New Plan), Duty Disability, Non-Duty Disability and Age-60, shall entitle a member to full furlough benefits for the calendar year in which the retirement becomes effective.

U. Furlough and CT Liquidation Limits.

The number of 24-hour fire fighting personnel eligible for furlough or CT liquidation shall be granted up to, but shall not exceed 6.4% of the total personnel on either unit. If it has been determined by the Executive Fire Commissioner that staffing levels meet acceptable levels, the 6.4% can be exceeded.

V. Sell Back of Furloughs.

1. All members of the bargaining unit shall be allowed to sell back to the City two (2) winter and two (2) summer furloughs at the holiday hourly rate.
2. If an Employee chooses to sell back furloughs, he/she shall submit the request at least one (1) week prior to the issuance of the official bulletin giving dates of furloughs and information regarding drawing procedures.
3. The Department shall issue a Bulletin notifying all members to make such an election. The bulletin will be distributed at least two (2) weeks prior to deadline for submittal.
4. If a member makes such an election he/she shall not be eligible for the initial drawing of furlough. The member shall be part of the second drawing.
5. If a member has already received payment for his/her furlough, the decision cannot be revoked.
6. Payment for furlough shall be made on the first paycheck in November in the case of winter furlough and the first paycheck in May in the case of a Summer furlough.

W. Banked Furlough Time. Employees with twenty-five (25) years or more of creditable service have the option each year of banking one (1) of their two (2) furlough periods. At retirement, the member would be paid a lump sum for their furlough time at their then current rate of pay. Such payment will not be included in the computation of average final compensation for pension purposes.

### **23. ELECTRONIC COPY OF AGREEMENT**

Thirty (30) work days after the Effective Date of this Agreement, the City shall provide the Union with an electronic copy of the Agreement.

### **24. ECONOMIC PROVISIONS**

A. Wages.

1. Wages - November \_\_, 2014 through June 30, 2019 – Base Salary:
  - 7.5% wage increase effective the first payroll period after the Effective Date of this Agreement.
  - 0% wage increase effective July 1, 2015.
  - 2.5% wage increase effective July 1, 2016.
  - 2.5% wage increase effective July 1, 2017.
  - 2.5% wage increase effective June 30, 2018.

2. Step Increments. Employees shall receive step increments in accordance with Exhibit I, and shall proceed from the minimum to the maximum on the basis of five (5) equal steps. Employees who complete the Fire Academy on or after the Effective Date of this Agreement will have one thousand dollars (\$1000) of the first pay step applied to their annual salary upon completion of the Fire Academy. This increase will be considered an early entitlement to part of the first annual step increase.
3. One Time Bonus.
  - a. On December 1, 2014, the City shall pay each Employee a one-time bonus in the amount of three hundred dollars (\$300).
  - b. On July 1, 2015, the City shall pay each Employee a one-time bonus in the amount of two thousand nine hundred dollars (\$2,900).
4. The DFFA acknowledges that, as an express quid pro quo for the receipt of a 7.5% wage increase instead of a 5% wage increase effective the first pay period following the Effective Date of this Agreement, a one-time bonus on December 1, 2014 and July 1, 2015, and the 1% retiree medical subsidy (Article 24, Section B.9.a.ii), that the DFFA has agreed to: (a) elimination of any requirement that the Department maintain 135 Sergeant positions and creation of a Department right to reduce the number of Sergeants; (b) elimination of Super Duper Kelly Days; (c) elimination of the additional furlough day granted to members with over twenty-three (23) years of service; (d) reduction in the number of holidays and reduction in the holiday premium; (e) creation of the City's right to pay out annually accumulated sick time in excess of one thousand (1,000) hours at 85%; (f) elimination of mileage reimbursement; (g) elimination of the retention bonus based upon DFFA's portion of the public safety retention bonus; and (h) forego a 2% lump sum payment effective January 1, 2015 and a 1% lump sum payment effective July 1, 2015.
5. Differentials.

In no event shall the percentage differential between the salary of Fire Engine Operator & Fire Sergeant and the maximum salary of Fire Fighter be less than the following schedule:

**Fire Engine Operator & Fire Sergeant**

- a. Upon Promotion: 11%
- b. Upon confirmation or upon completion of one (1) year in rank, whichever occurs later: 12%

No Fire Engine Operator or Fire Sergeant currently a member of the Detroit Fire Fighters Association bargaining unit shall suffer any reduction in salary or current differential as the result of the execution of this Agreement.

In no event shall the percentage differential between the salary of Fire Lieutenant and the maximum salary of Fire Fighter and the differential between the salary of Fire Captain and the maximum salary of Fire Fighter be less than the following schedule:

**Fire Lieutenant**

- a. Upon promotion: 20%
- b. Upon Confirmation or upon completion of one (1) year in rank, whichever occurs later: 21%
- c. Upon completion of three (3) years in rank: 22%
- d. Upon completion of four (4) years in rank: 23%
- e. Upon completion of six (6) years in rank: 24%

No Fire Lieutenant, currently a member of the Detroit Fire Fighters Association bargaining unit, shall suffer any reduction in salary or current differential as the result of the execution of this Agreement

**Fire Captain**

- a. Upon promotion: 35%
- b. Upon confirmation or upon completion of one (1) year in rank, whichever occurs later: 36%
- c. Upon completion of three (3) years in rank: 37%
- d. Upon completion of four (4) years in rank: 38%
- e. Upon completion of six (6) years in rank: 39%

No Fire Captain, currently a member of the Detroit Fire Fighters Association bargaining unit shall suffer any reduction in salary or current differential as the result of the execution of this Agreement.

**B. Hospitalization, Medical Insurance, Optical and Dental Care.**

- 1. During the term of this Agreement, Employees will be eligible to participate in the group medical, prescription drug, dental, and vision plans ("Medical Plans") offered by the City. Unless the parties mutually agree otherwise, the City's 2014 medical plan designs ("Medical Plan Designs") will remain in place during the term of this Agreement. For purposes of this Section, the term Medical Plan Design will collectively refer to deductibles, co-payments, covered services, networks, and third party administrators or insurers.

- a. Notwithstanding this Section B.1., the City will promptly analyze providing ScriptGuideRx, Inc. as a pharmacy benefits manager ("PBM") for the self-insured PPO option provided to police and firefighter active employees who enroll for health insurance. The City agrees to include ScriptGuide as a PBM for its self-insured option for active police and firefighter enrollees if (i) the City concludes - in its sole discretion - that ScriptGuide can be provided on a cost neutral or lower cost basis for the City during its first contract year of use and the Contract term (and without significant termination or renewal penalties thereafter), and (ii) following an analysis by the City respecting, inter alia, ScriptGuide's applicable managed formulary, generic utilization, network and co-payment structure and sharing of that analysis and discussion with the Unions, the Unions and the City approve the City's use of ScriptGuide as the PBM for its self-insured option for active police and firefighter enrollees, even if the co-pay structure for generic, brand or specialty prescription drugs necessary for cost neutrality requires higher active employee co-pays for certain forms of prescription drugs. The City shall determine whether ScriptGuide will be cost neutral or lower prescription drug costs based on the cost for the entire active population.
2. Employees will be required to make monthly contributions for their benefits based upon the plan and coverage tier selected by the Employee. Monthly contributions will be deducted from Employee payroll disbursements on a pre-tax basis (if authorized by the employee), in accordance with applicable law.
  - a. For calendar year 2014, Employees' monthly contributions under the City's Medical Plans will remain at the levels in place as of the Effective Date of this Agreement.
  - b. For subsequent calendar years during the term of this Agreement, Employees' monthly contributions under the City's Medical Plans will be adjusted annually to the level necessary to maintain an 80/20 proportional share of the cost of the medical coverage, subject to the terms and conditions and limitations set forth in this Article. Under this cost sharing arrangement, the City will pay eighty percent (80%) of the costs of each coverage tier in the City's Medical Plans, and Employees participating in each coverage tier will pay twenty percent (20%) of the costs for such coverage tier. Premiums will be calculated as follows:
    - i. For the Health Alliance Plan ("HAP") health maintenance organization ("HMO") plan, a participating Employee will pay 20% of the premium charged by HAP for his/her coverage tier. Such premiums will be established by HAP, subject to confirmation by an independent enrolled actuary retained by the City ("Enrolled Actuary").

- ii. For the Blue Cross/Blue Shield (“BCBS”) preferred provider organization (“PPO”) plan, monthly contributions will be set such that Employees in each coverage tier collectively pay twenty (20%) of the costs for that coverage tier. Such monthly contributions will be calculated by the Enrolled Actuary. Monthly contributions will be calculated in accordance with generally accepted actuarial principles, and will take into account claims experience from the prior fiscal year, inflation, actual and anticipated administrative costs, actual and anticipated fees and surcharges (including those associated with compliance with the Patient Protection and Affordable Care Act (“ACA”)), and any other relevant costs or factors as determined by the Enrolled Actuary.
- 3. C.O.P.S. Health Trust: For calendar year 2015 and for subsequent calendar years during the term of this Agreement, Employees may elect to participate in medical benefit plans offered by C.O.P.S. Health Trust (“COPS Trust”) in lieu of the City’s Medical Plans subject to the following conditions:
  - a. An Employee who participates in COPS Trust may not concurrently participate in any City Medical Plan.
  - b. For each Employee who elects to be covered by COPS Trust, the City will make a monthly contribution to COPS Trust that is equal to the lesser of (a) the City’s *pro rata* contribution under the HAP Plan in the corresponding coverage tier (e.g. single, two person, family) or (b) the City’s *pro rata* contribution under the BCBS Plan for the corresponding coverage tier. Under no circumstances will the City’s monthly contribution to COPS Trust exceed the City’s monthly contribution for coverage under the lowest cost City plan for the applicable coverage tier, or be greater than 80% of the cost of each coverage tier.
  - c. The City will have no obligations in connection with COPS Trust other than to make the payments described in this Section B.3. Specifically, the City will not have any administrative involvement whatsoever in connection with employee participation in COPS Trust, and any employee participating in COPS Trust will be responsible for paying any additional monthly premium payments beyond the City’s monthly contribution pursuant to Section B.3.b of this Article directly to COPS Trust. Under no circumstances will the City be deemed to be an administrator or fiduciary with respect to any medical plans provided by COPS Trust.
  - d. The Union agrees to indemnify the City, and hold the City harmless, against any and all claims asserted by employees or third parties against the City or any of its elected or appointed officials, employees, agents, attorneys, or consultants that are in any way related to or connected with employee participation in COPS Trust, any medical plans offered by

COPS Trust, including but not limited to any claims for benefits provided to, or denied, City employees by COPS Trust, as well as any and all claims that are in any way related to any acts or omissions by COPS Trust, or its officers, directors, trustees, employees, or agents.

4. Except as provided in this Article, the extent of coverage under the City's Medical Plans will be governed by the terms and conditions set forth in the applicable Medical Plans offered by the City during the term of this Agreement. Plan documents may be modified or amended by the City from time to time in accordance with the terms of the applicable plan documents, provided that such amendments do not violate the terms of this Article. Any questions or disputes concerning any City Medical Plans will be resolved in accordance with the terms and conditions set forth in the applicable insurance policies or plan documents and will not be subject to the Grievance & Arbitration Procedures set forth in Articles 8 and 9 of this Agreement.
5. The failure of any insurance carrier(s), PBM, or plan administrator(s) to provide any benefit for which it has contracted or is obligated will not result in any liability to the City, nor will such failure be considered a breach by the City of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement will be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to bargaining unit Employees or beneficiaries of bargaining unit Employees.
6. Except as set forth in this Article, during the term of this Agreement, the City Medical Plans will provide benefits with an actuarial value as determined by the Enrolled Actuary that are at the "Gold" level (i.e., approximate actuarial value of 80%), as defined by the ACA. In the event that the actuarial value of a City Medical Plan's benefits falls below the "Gold" level as determined by the Enrolled Actuary during the term of the Agreement, the City will meet and confer with the Union to discuss potential modifications to the Medical Plan during the subsequent plan year to raise the actuarial value of the benefits to the "Gold" level.
7. Notwithstanding any provision in this Article that could be construed to the contrary, this Article will not be construed to require the City to fall out of compliance with the requirements Public Act 152 of 2011 ("PA 152"). MCL § 15.561 *et. seq.* The City's Enrolled Actuary will be responsible for periodically monitoring compliance with the requirements of PA 152. In any event where the Enrolled Actuary determines that the City is reasonably likely to fall out of compliance with PA 152, the City will meet and confer with the Union for a period not longer than thirty (30) days in order to discuss potential modifications to the terms of the Medical Plans or to the allocation of premium payments by the City and the Employees. To the extent the City and the Union are unable to reach an agreement within thirty (30) days, the City may make any necessary modifications to ensure compliance with PA 152.



8. Surviving Spouses/Dependents. Current and future spouses and dependents of bargaining unit employees who are killed in the line of duty will be eligible to continue to participate in the City's Hospitalization, Medical Insurance, Optical and Dental Care plans on the same terms and conditions as active bargaining unit members.
9. Retiree Medical Benefits.
  - a. Retiree Medical Subsidy. The City will contribute the following amounts towards the cost of retiree health benefits for Eligible Retirees (the "Retiree Medical Subsidy"):
    - i. On or before January 31, 2015 (and each subsequent January 31 during the term of this Agreement), the City will contribute a total sum of one million dollars and no cents (\$1,000,000.00) to the COPS Trust VEBA to fund retiree medical benefits for City of Detroit employees (and Eligible Retirees) in the bargaining units represented by the DFFA, the Detroit Police Command Officers Association (DPCOA), the Detroit Police Lieutenants and Sergeants Association (DPLSA), and the Detroit Police Officers Association (DPOA) (collectively, the "Public Safety Unions"). The amount contributed on behalf of the DFFA will be determined by: (a) dividing the total DFFA bargaining unit headcount as of July 1, 2014, by (b) the total active employee headcount in the four Public Safety Unions as of July 1, 2014, and then (c) multiplying the quotient by \$1,000,000.00 (DFFA headcount ÷ total Public Safety Union headcount) × \$1,000,000.00).
    - ii. In addition, effective for the month of January 2015, and each month thereafter during the term of this Agreement, the City will also contribute towards the cost of retiree health benefits for employees (and Eligible Retirees) in the DFFA bargaining unit an amount equal to one percent (1%) of the straight-time hourly earnings (exclusive of any overtime compensation, premium pay, shift differentials, paid time off, or other amounts in excess of straight-time hourly pay) of active employees in the DFFA bargaining unit. These contributions will be paid into the COPS Trust VEBA on or before the fifteenth day of each month, and will be calculated based upon on the straight-time hourly earnings of active employees in the DFFA bargaining unit in the second previous month to the month of payment.
    - iii. Any foundation money available to fund medical benefits for Public Safety Union retirees shall also be contributed to the COPS Trust VEBA.

- b. No Additional Liability. Other than the Retiree Medical Subsidy, the City shall not be required to pay any additional amounts including, but not limited to start-up costs, to the COPS Trust VEBA, or to pay any other sums (including but not limited to administration expenses), in connection with retiree health coverage for Eligible Retirees during the term of the Agreement. Moreover, the parties agree that COPS Trust shall have sole responsibility for maintaining and investing all funds contributed by the City pursuant to this Article 24, Section B.9, and shall be solely responsible for determining and administering the benefit design and form, amount, and timing of all benefit payments to Eligible Retirees pursuant to this Agreement, and COPS Trust shall have sole responsibility to ensure that all of COPS Trust's acts or omissions with respect to the provision of benefits to Eligible Retirees comply with applicable law. As such, other than its obligation to timely pay the Retiree Medical Subsidy, the City shall have no responsibility and shall face no liability to any party with respect to the provision of benefits to Eligible Retirees pursuant to Article 24, Section B.9.
  - c. Indemnification. The Union agrees to indemnify the City, and hold the City harmless, against any and all claims asserted by employees or third parties against the City or any of its elected or appointed officials, employees, agents, attorneys, or consultants that are in any way related to or connected with employee or Eligible Retiree participation in the COPS Trust VEBA, including but not limited to any claims for benefits provided to, or denied, City employees or Eligible Retirees (or their spouses or dependents) by the COPS Trust VEBA, as well as any and all claims by other persons that are in any way related to any acts or omissions by the COPS Trust VEBA, or its officers, directors, trustees, employees, or agents.
  - d. Eligibility. Employees who retire on or before December 31, 2014 shall participate in the OPEB settlement available to existing retirees in accordance with the Plan of Adjustment in In re City of Detroit, Case No. 13-53846. Employees who retire and receive pension benefits from the PFRS on or after January 1, 2015 ("Eligible Retirees") shall be eligible for retiree health care benefits from the COPS Trust VEBA as determined by such VEBA and as set forth herein.
10. Medical Benefits for Catastrophic Duty Disability Retirements. Employees who are Totally and Permanently Disabled due to an injury incurred in the line of duty will be eligible to participate in the City's HAP HMO plan for active bargaining unit members in accordance with the terms of this section. Any Totally and Permanently Disabled Employee may elect to receive benefits pursuant to Section B.9 or Section B.10 of this Article, but no member may receive both benefits in a given plan year.

- a. Totally and Permanently Disabled. For purposes of this section, the term “Totally and Permanently Disabled” shall be defined exclusively as:
- i. Total and permanent loss of sight in both eyes.
  - ii. Loss of either leg or foot at/or above the ankle.
  - iii. Loss of both arms or hands at/or above the wrist.
  - iv. Loss of any two of the members or facilities enumerated in (i) or (iii) above.
  - v. Permanent and complete paralysis of both legs or both arms, or one leg and one arm.
  - vi. Permanent and complete loss of facilities due to a persistent vegetative state.
- b. City Contribution. The City will contribute the following amounts towards the cost of medical benefits for employees who are Totally and Permanently Disabled (“Disability Subsidy”):
- i. On or before January 31, 2015 (and each subsequent January 31 during the term of this Agreement), the City will contribute a total sum of one hundred forty thousand dollars and no cents (\$140,000.00) to the COPS Trust VEBA to fund medical benefits for Totally and Permanently Disabled members in the DFFA bargaining unit. The COPS Trust VEBA shall create a sub-account and separately account for the contributions and earnings and losses thereon, for the DFFA’s Totally and Permanently Disabled members.
  - ii. No Additional Liability. Other than the Disability Subsidy, the City shall not be required to pay any additional amounts including, but not limited to start-up costs, to the COPS Trust VEBA, or to pay any other sums (including but not limited to administration expenses), in connection with the provision of benefits to Totally and Permanently Disabled members during the term of the Agreement. Moreover, the parties agree that COPS Trust shall have sole responsibility for maintaining, administering, and investing all funds contributed by the City pursuant to this Article 24, Section B.10, and COPS Trust shall have sole responsibility to ensure that all of COPS Trust’s acts or omissions with respect to the provision of benefits to Totally and Permanently Disabled members comply with applicable law. As such, other than its obligation to timely pay the Disability Subsidy, the City shall have no responsibility and shall face no liability to any party with

respect to the provision of benefits to Totally and Permanently Disabled Employees pursuant to Article 24, Section B.10.

- c. Participation in HAP HMO. Totally and Permanently Disabled members may elect to participate individually in the City's HAP HMO plan annually during the term of this Agreement. Each participant will be responsible for paying the customary premiums paid by active employees for coverage under the HAP HMO plan during the applicable plan year, and except as provided below, the City shall be reimbursed by the COPS Trust VEBA for the employer share of the premium for each such participant. Totally and Permanently Disabled members who reside outside of the State of Michigan will receive a cash equivalent from the COPS Trust VEBA in lieu of the employer share of the HAP HMO premium. In advance of each plan year, an actuary retained by COPS Trust shall coordinate with an actuary retained by the City to project whether the anticipated sums in the sub-account of the COPS Trust VEBA for Totally and Permanently Disabled DFFA members will be sufficient to cover the employer share of the premium payments for Totally and Permanently Disabled members participating in the HAP HMO. If the actuaries conclude that such sums will not be sufficient to continue to cover the City's entire share of the employer contribution to the HAP HMO on behalf of the Totally and Permanently Disabled, the participant premiums will be increased on a pro rata basis for the following plan year to cover the difference; under no circumstances will the City be obligated to pay any amount, in connection with the employer share of the premiums, that exceeds the available sum under the COPS Trust VEBA sub-account for Totally and Permanently Disabled DFFA members.
- d. Eligibility. In order to be eligible for benefits pursuant to this section, an employee must be either (i) Totally and Permanently Disabled and drawing a duty disability pension as of the Effective Date of this Agreement, or (ii) become Totally and Permanently Disabled and draw a duty disability pension during the term of this Agreement.

C. Group Life Insurance. A group life insurance program for the Employee and his/her family is available for all members of the Employees Benefit Plan on an optional basis, under the provisions of the City Code, Chapter 13, Article 9.

1. Membership

Optional for members of the Employees Benefit Plan.

2. Contributions

The City shall pay 100% of the premium for insurance up to and including \$35,000 for each member plus \$5,000 for each dependent.

Additional life insurance may be purchased through this plan at the Employee's expense.

Employees and their dependents who are on a duty disability retirement shall be covered by this program.

D. Death Benefits.

1. Death Benefits. Death benefits for all regular City Employees are authorized by the City Charter, Title IX, Chapter VIII. The City Code, Chapter 13, Article 8, Section 13-8-2 currently provides a death benefit of ten thousand dollars (\$10,000).
  - a. Membership shall be mandatory for regular Employees.
  - b. Contributions:  
  
By the City - \$20.70 per year per Employee.  
  
By the Employee - \$.25 per week or \$13.00 per year.
2. Payment for Employees killed or permanently disabled in the line of duty:
  - a. A lump sum duty death benefit of ten thousand dollars (\$10,000) will be paid to the beneficiaries or estate of Employees who are killed or who die as a direct result of injuries sustained in the actual performance of their duties as determined by City policy which may be amended in the discretion of the City.
  - b. A lump sum payment of ten thousand dollars (\$10,000) shall be made to any Employee who is totally and permanently disabled as a direct result of illness or injury sustained in the actual performance of his duties. "Totally and permanently disabled" shall be defined exclusively as follows:
    - i. Total and permanent loss of sight of both eyes.
    - ii. Loss of both legs or both feet at/or above the ankle.
    - iii. Loss of both arms or both hands at/or above the wrist.
    - iv. Loss of any two of the members or facilities enumerated in (i), (ii), or (iii).
    - v. Permanent and complete paralysis of both legs or both arms or one leg and one arm.

vi. Incurable insanity or imbecility. Claims for this payment shall be made in accordance with the City Council resolution on March 26, 1974 p. 627.

c. Employees who receive a permanent disability payment under this Article shall be ineligible for the ten thousand dollars (\$10,000) death benefit described above.

E. Funeral Leave. All Employees covered by this Agreement shall be eligible for funeral leave without deduction of pay as follows:

1. If a death occurs among members of the Employee's immediate family or household, the Employee, provided he/she attends the funeral and submits documentation of such upon return to work, will be granted three (3) days leave not to be charged to sick leave. An Employee may take an additional two (2) days of funeral leave to be charged against current sick leave and then reserve sick leave upon his/her request, per Municipal City Code Chapter 13, Article 5, Section 4.

2. Definition of Immediate Family. The immediate family is defined as wife, husband, son, daughter, brother, sister, father, mother, step-father, step-mother, step-son, step-daughter, grandmother, and grandfather.

3. If a death occurs among the relatives of the Employee, the Employee will be granted one (1) day leave, not to be charged to sick leave provided he/she attends the funeral and submits documentation of such upon return to work. If the funeral which the Employee attends is more than three hundred (300) miles from the City of Detroit, the Employee may extend the leave by two (2) days to be charged against current sick leave and then reserve sick leave upon his/her request.

4. Definition of Relatives. Relatives are defined as grandson, granddaughter, brother-in-law, sister-in-law, uncle, aunt, mother-in-law, and father-in-law.

F. Shift Premium. Shift premiums shall be paid only to Employees working afternoon and evening shifts in the Communications, Arson, Fire Prevention, and Public Instruction Divisions. Shift premium amounts shall be twenty five cents (25¢) per hour for the afternoon shift and fifty cents (50¢) per hour for the night shift. Under no circumstances will an Employee working a 24 hour shift be entitled to a shift premium.

G. Holidays and Excused Time. Employees will be entitled to the following eight (8) holidays:

New Year's Day	January 1st
Martin Luther King's Birthday	Third Monday in January
Veterans' Day	November 11th
Memorial Day	Last Monday in May

Independence Day

July 4th

Labor Day

First Monday in September

Thanksgiving Day

Fourth Thursday in Nov.

Christmas Day

December 25th

1. Holiday Premium. The Holiday Premium rate will be time and one-half (1.5 x) for all Employees who work on a holiday, in addition to the regular day's pay.
2. Observance of Holidays. Employees assigned to a 40-hour work week shall observe each designated holiday on the date that such holiday is observed by the U.S. Government.
3. Excused Time.
  - a. Employees assigned to a 40-hour week shall be granted eight (8) hours of "Excused Time" on Good Friday (or the last eight (8) hours on the last scheduled paid day prior to Good Friday), eight (8) hours for Easter Sunday, eight (8) hours for the last scheduled paid day before Christmas Day and eight (8) hours for the last scheduled day before New Year's Day, provided that they are on the payroll through the excused time day in question. Employees required to work any portion of the "Excused Time" on these days will receive either equal time off for hours worked at straight time cash for such hours at the option of the Fire Commissioner. No holiday premium will be paid for work on these days. When an Employee is absent without good cause for a non-excused portion of the day, he/she shall forfeit excused time for the day.
  - b. Employees assigned to the 48 hour average work week shall receive ten (10) hours of compensatory time for Christmas Eve and ten (10) hours of compensatory time for New Year's Eve, provided they are on the payroll on Christmas and New Year's Day respectively, and they shall receive ten (10) hours of compensatory time for Good Friday and Easter provided they are on the payroll on each of those days. When an Employee is absent without good cause for a non-excused portion of the day, he/she shall forfeit excused time for the day.

H. Uniforms.

1. The City shall furnish all-weather jackets to Fire Fighters, Fire Fighter Drivers, Fire Sergeants, Fire Engine Operators and Fire Apparatus Mechanics in accordance with recommendations from the Health and Safety Committee. Replacement items, including shirts and hats, shall be in accordance with recommendations from the Health and Safety Committee, provided replacements are approximately the same cost as the current type.
2. Newly-hired employees will be issued badges, shoulder patches and nameplates when they complete their probationary period. When a member is newly-

promoted into the rank of Sergeant, the member shall be provided by the Department and at the Department's expense his/her first set of uniform modifications. All other employees are required to purchase badges, shoulder patches and nameplates.

3. Members shall be permitted to purchase at their own expense and wear "T-shirts" or "golf shirts" in warm weather and sweatshirts in cold weather as part of their station/work uniforms. All such items shall be from a list developed by the Health and Safety Committee.
4. Annual Uniform Allowance. Each newly hired Employee will receive an initial issue of two (2) sets of sanforized pants and two (2) sets of sanforized shirts upon graduation from the Fire Academy. Each new Employee shall receive one (1) dress uniform, four (4) additional sets of sanforized pants and four (4) additional sets of sanforized shirts upon completion of his/her probationary period. Employees who have been employed by the Department for at least one (1) year shall receive an annual Uniform Allowance of one thousand one hundred dollars (\$1,100) on each July 1. Employees are required to purchase their departmental dress and sanforized (work) uniforms outlined below. The Department will continue to provide Personal Protective Equipment (PPE).

a. Apparatus, Communications, and Fire Fighting Divisions:

All-Weather Coat	
Sanforized Pants (6 sets)	Long Sleeve Dress Shirt
Sanforized Shirts (6 sets)	Short Sleeve Dress Shirt
Dress Coat	Stovepipe/Bell Crown Hat
Dress Pants (Summer)	Shoulder Patches (11)
Dress Pants (Winter)	Shoulder Epaulets (2)

b. Community Relations, Fire Marshall, Research & Development, and Training Academy:

All-Weather Coat	Long Sleeve Dress Shirt (5)
Raincoat and Cap-Cover	Short Sleeve Dress Shirt (5)
Dress Coat	Stovepipe/Bell Crown Hat
Dress Pants (Summer)	Shoulder Patches (15)
Dress Pants (Winter)	Shoulder Epaulets (2)

I. Sick Leave.

1. Sick Banks.



- a. Employees who work an average forty-eight (48) hour week will accumulate ten (10) hours per month in their Current Sick Leave Bank without limitation.
  - b. Employees who work an average forty (40) hour week (including 8, 10, and 12 hour employees) will accumulate eight (8) hours per month in their Current Sick Leave Bank without limitation.
  - c. Every Employee who has completed their probationary period will be credited with fifty (50) hours in their seniority bank (formerly known as the Reserve Bank) on July 1 of each year without limitation.
2. Sick leave shall be charged and paid in units of whole hours. Sick leave may not be granted in anticipation of future service.
3. Sick leave may be used to care for immediate family members within the Employee's household where necessary, provided that such absences shall not exceed three (3) days in any instance without submitting a request for Family and Medical Leave in accordance with applicable law. The term "immediate family" shall be construed to include husband, wife, child, father, mother, brother and sister and also relatives living in the same household, no matter what the degrees of relationship.
4. Employee to notify supervisor. An Employee's absence for any reason which may be charged to his/her sick leave where permission has not already been granted must notify his/her Division Head at least one (1) hour prior to starting time. Failure of the Employee to give proper notice may be used by the Executive Fire Commissioner or his/her designee as a just reason for the refusal of sick leave with pay.
5. Medical Verification. Employees are not required to provide medical verification to substantiate a sick/disability absence unless:
  - a. The Employee was absent for more than three (3) days (for 8, 10, and 12 hour employees);
  - b. The Employee was absent for more than five (5) consecutive calendar days (for 24-hour employees);
  - c. Employee is on Step 1 or above under the DFD Attendance Control Policy;
  - d. The Department has reason to believe that the Employee is not sick or injured.

Medical verification, as referenced in this Section, shall consist of a written document from a doctor indicating a diagnosis and dates of treatment.

6. Bonus Furlough. Bonus Furlough Hours (formerly known as SL-CT) will be granted for unused current sick time as follows:

- a. Employees who (i) have a minimum of six (6) years of service, (ii) work an average forty-eight (48) hour week, and (iii) have at least four hundred fifty (450) hours of sick leave in their Current Sick Leave Bank as of June 30, will be credited with seventy-two (72) hours of Bonus Furlough on July 1st of each year.
- b. Employees who (i) have a minimum of six (6) years of service, (ii) work an average forty (40) hour week, and (iii) have at least three hundred sixty (360) hours of sick leave in their Current Sick Leave Bank as of June 30, will be credited with forty (40) hours of Bonus Furlough on July 1st of each year.
- c. An Employee may request to take his Bonus Furlough Hours in any sequence by submitting a request in writing to his/her supervisor. This request will be reviewed for the availability of personnel by his/her supervisor. Seniority will be a prime consideration when several Employees request the same period of time off. When granted time off, Bonus Furlough Hours will be deducted from an Employee's bank before compensatory time is deducted.
- d. The Department must ensure that Bonus Furlough Hours are expended proportionately throughout the year and are not carried until the last months of the fiscal year; therefore, on May 1st, the supervisor may assign the remaining Bonus Furlough Hours at his/her discretion.
- e. Bonus Furlough Hours that are not used prior to the end of the fiscal year will be lost, except that:
  - i. Employees who work an average forty-eight (48) hour week may carry over up to twenty-four (24) Bonus Furlough Hours into the next fiscal year.
  - ii. Employees who work an average forty (40) hour week may carry over up to eight (8) Bonus Furlough Hours into the next fiscal year.
  - iii. Employees who work four ten-hour days may carry over up to ten (10) Bonus Furlough Hours into the next fiscal year. Employees who work twelve (12) hour days may carry over up to twelve (12) Bonus Furlough Hours into the next fiscal year.

7. Payment for Unused Sick Leave on Retirement.

- a. Upon retirement, exclusive of duty and non-duty disability retirement, an Employee shall be entitled to payment of eighty five percent (85%) of

their unused accumulated sick leave. The timing and method of the payment shall be pursuant to City policy, which may be amended at the City's discretion.

- b. If an Employee is granted a duty or non-duty disability retirement, he/she shall be entitled to a reimbursement of eighty five percent (85%) of his/her unused sick time upon attaining his/her normal full duty retirement date and petitioning the Executive Fire Commissioner for such reimbursement.
  - c. Death as Termination of Service. Upon the death of any Employee, that Employee shall be entitled to a reimbursement of eighty five percent (85%) of his/her unused accumulated sick time pay to the Employer's beneficiary or estate, provided that in the case of a non-duty related death, such payment of unused accumulated sick time shall be limited to eighty five percent (85%) of seven hundred and twenty (720) hours.
8. Current sick time bank shall accumulate without limitation, provided that, for Employees who on July 1st of any year have accumulated more than one thousand (1,000) hours of sick time (including both unused current sick time and unused seniority sick bank time), the Department at its discretion may pay out all or any portion of the Employees' accumulated sick time in excess of one thousand (1,000) hours; provided, however, that in making such payout, the City shall not cause an Employee's Current Sick Leave Bank to be reduced below four hundred and fifty (450) hours. Such payments shall be in accordance with the following terms:
- a. The Department will announce whether it has elected to pay out sick time under the terms of this Agreement up to one (1) year in advance. For example, as soon as practicable after the Effective Date of this Agreement, the Department will announce whether it will elect to pay out sick time accrued as of July 1, 2015. As soon as practical after July 1, 2015, the Department will announce whether it will elect to pay out sick time accrued as of July 1, 2016, and so on.
  - b. At the time it makes such announcements, the Department will also announce the amount of sick time that it may buy out.
  - c. Any payments under this Section shall be made at 85% of the Employee's base rate of pay during the previous fiscal year. If the Department elects to make a payment under this provision, the payment shall be made on the first pay date after December 1, or earlier if agreed upon by both parties. For example, any payment made based upon sick time accrued as of July 1, 2015 shall be made on the first pay date after December 1, 2015, unless otherwise mutually agreed. Notwithstanding any other provision of this Agreement, an Employee may elect to have a payment made pursuant to this Section contributed into the Employee's Annuity Savings Account in lieu of a cash payment.

J. Apparatus Division Employees.

The classification of Apparatus Emergency Mechanic shall receive the same wage and special adjustments granted to the General City classification of General Auto Mechanic.

K. Fire Boat Employees.

1. Civilian classifications assigned to the Fire Boat shall receive wage increases equivalent to those granted to the comparable General City classifications listed below. Fringes and pay practices shall be the same as applied to the comparable General City classifications listed below and shall be in accordance with the ordinances and resolutions governing such fringes and pay practices.
2. Non-Civilian classifications assigned to the Fire Boat shall receive wage increases equivalent to those granted to the comparable General City classifications listed below. Hours and fringes shall be the same as applied to the Apparatus Emergency Mechanic.

**Fire Department Titles**

**General City Titles**

Fire Boat Operator

General Auto Mechanic

Fire Boat Mechanic

General Auto Mechanic

Fire Boat Deckhand

Mechanical Helper

- L. Pension and Retirement Provisions. During the term of this Agreement Employees will be entitled to retirement benefits in accordance with the terms of the Memorandum of Understanding Regarding the Police and Fire Retirement System of the City of Detroit, Michigan. The terms of the Memorandum of Understanding may be modified to conform with any plan of adjustment approved by the United States Bankruptcy Court.

M. Overtime.

1. Pursuant to the City's management rights under Article 3, the City has the right to schedule overtime work and to require Employees to work mandatory overtime. In scheduling overtime, the City will use the following procedure:
  - a. First, overtime work assignments shall be on a voluntary, rotating basis by seniority through the overtime master list for members who are on their scheduled XL or XXL days. Secondly, overtime assignments shall be on a voluntary, rotating basis by seniority for members who are on leave, provided no member shall work more than thirty-six (36) hours straight. Finally, if there are insufficient volunteers, overtime will be assigned on a mandatory basis through inverse seniority, consistent with Article 24, Section M of this Agreement.

Employees will be offered overtime only for vacancies within their current classification.

2. Should the appropriate senior Employee be inadvertently by-passed for a particular voluntary overtime opportunity, he/she will be offered the next voluntary overtime opportunity after notification to his/her Division Head of the by-pass, in a timely manner, by the Union or the individual. The sole remedy for a violation of the voluntary overtime scheme shall be working the next available overtime opportunity and not payment of any back pay. In no circumstance shall Employees be paid for time not worked.
3. Eligible members who volunteer for overtime shall contact their company the day before. Volunteering eligible members acknowledge that they may be called up until 8:00 a.m. of the available workday.
4. Eligible members on overtime shall service that overtime day as assigned through the Chief of Department, and, hold no claim to a spot that they would normally hold on a regular workday unless that spot is open.
5. Only the identified member may work an overtime day. Overtime work reliefs will not be accepted. Members on the overtime roster of the HMRU team at the wastewater treatment plant are not eligible for overtime in the fire fighting division.
6. Employees who accept overtime and are no longer able to work must notify the Department at least three (3) hours prior to the start of the overtime opportunity. Employees who have cancelled overtime three (3) times in a one hundred twenty (120) day period will be taken off the overtime list and must re-submit a request to be placed back on the list.
7. Call-Back Overtime. In the event of call-back, members will receive a minimum of four (4) hours Compensatory Time or four (4) hours pay. After 2¾ hours of overtime work, called-back Employees will receive time and a half Compensatory Time or Overtime pay. No member will be allowed to accumulate over fifty (50) hours of Compensatory Time.

N. Jury Duty.

1. Employees who serve on jury duty will be paid that normal day's pay. An Employee who receives any payment as compensation in connection with jury duty will immediately endorse the check over to the City or, otherwise, reimburse the City in that amount. If an Employee fails to provide the City with endorsed jury duty check(s) within two (2) weeks of that Employee's return to work, the City may recoup such payment by payroll deduction in accordance with this Agreement.

2. In the event that an Employee reports for jury duty but does not actually serve on a jury on a day when that Employee is scheduled to work, he/she will return to work to complete his/her shift.
3. In order to receive payment for jury duty days, an Employee must be scheduled to work, must give reasonably prompt prior notice to his/her supervisor that he/she has been summoned for jury duty, and must furnish proof of service for the days for which he/she claims such payment.

## **25. COMPANY STAFFING**

### **A. Other Companies.**

Except as otherwise provided herein, all engine, ladder, and squad companies (including hazardous material response units), except TACs, shall have four (4) members on duty per tour of duty. This requirement shall be temporarily excused only when the Department is given less than twelve (12) hours' notice by an Employee scheduled for a tour of duty in an engine or ladder company that the Employee will not be at work.

When this exception applies, the manpower in the Fire Fighting Division shall be (re)allocated between the engine and ladder companies under the customary detailing system of reassignment of the next most senior available on-duty Employee in that classification in the City. For example, if five (5) Employees fail to give timely notice, those five (5) vacancies shall be (re)allocated among all engine and ladder companies under the customary detailing system.

### **B. The requirements in Section A shall be additionally excused as follows:**

1. Department training, Commissioner's hearings on charges, and medical appointments, without replacing such Employees through overtime.
2. The Department shall not be required from 0800 to 1800 hours to replace through overtime (1) one member per house assigned as the cook to shop for food for a period not in excess of two (2) hours or two (2) members who are away from the station on emergency leave under General Rule 10.125 for a period not in excess of two (2) hours.
3. Under the exceptions set out in B.1 through B.2 above, a number of Companies, not including Squads and not to exceed one-third (1/3) of the daily activated companies, shall be permitted to ride with three (3) members during those hours.

## **26. SAFETY**

### **A. Health and Safety Committee.**

1. The Department's Health and Safety Committee shall consist of eight (8) members as follows: the Executive Fire Commissioner (or his/her designee), three (3) members designated by the Executive Fire Commissioner; three (3)

members designated by the DFFA; and one (1) member designated by the Police Officers Association of Michigan ("POAM"). The Health and Safety officer shall be a non-voting member of the Health and Safety Committee.

- a. The Executive Fire Commissioner, the DFFA, and the POAM shall designate to the Committee the same ratio of alternate members, who shall attend Committee meetings when the regular member cannot attend and shall act on behalf of such absent regular members who are absent.
  - b. Members of the Committee will be released from duty with pay to attend Committee meetings. The Department will not be obligated to replace on an overtime basis Employees relieved from duty for Committee work.
2. Unless the Committee shall otherwise decide, the Chairmanship and meeting location shall alternate at each meeting beginning with a Commissioner appointee, followed by a Union president appointee, and continuing to alternate in that manner at subsequent meetings.
3. The Committee will meet no less than once every two (2) months to address health and safety conditions and concerns. Meetings may also be called by order of the Executive Fire Commissioner (or his/her designee) or on written demand by the appointees of either party to discuss urgent issues at a mutually agreed time no later than ten (10) calendar days after the written demand. Minutes shall be taken at all meetings of the Health and Safety Committee.
4. The Chairperson will determine the agenda for each Committee meeting. Committee members may submit requests to the Executive Fire Commissioner for matters to be addressed at each meeting. A written agenda will be provided to all Committee members by the Chairperson at least one (1) week in advance of the meeting. The Committee shall have the responsibility, among other things, to:
  - a. review and analyze all reports of job-related accidents, deaths, injuries, and illness;
  - b. develop information on accident and injury sources and rates;
  - c. investigate Department facilities and equipment to detect hazardous conditions or unsafe work methods, including but not limited to training procedures, and make recommendations for correction; and
  - d. promote safety for all Department members.
5. Department records regarding job-related accidents, injuries, deaths, and illnesses may be made available to the Committee upon request.
6. The Committee may, by a majority vote of members present at a meeting, recommend:

- a. Department rules and procedures concerning health and safety; and
  - b. correction of unsafe and harmful working conditions, including the setting of a deadline for the abatement of such conditions.
7. All recommendations must be made to the Executive Fire Commissioner in writing. The Committee's findings and recommendations are advisory only and do not constitute any limitation on the managerial rights of the Department.
  8. The Department shall, in its sole discretion, make all decisions relating to modifications of or purchase specifications of protective apparel and equipment for fire fighters and for hazardous material response and handling.

B. Equipment.

- General. The City shall furnish to each Employee in the Fire Fighting Division (including Fire Engine Operators) one (1) waterproof flashlight, one (1) pair of Tempo Max gloves, and individual face pieces. The Department agrees to provide eight (8) lightweight aluminum and fiberglass-wrapped air tanks for each engine, ladder truck, and squad company, six (6) tanks for each TAC company and two (2) for each on duty Battalion Chief. Once the lightweight aluminum and fiberglass wrapped air tanks are issued to all fire companies, the Department agrees to withdraw from service all steel air tanks. Steel air tanks will no longer be issued as regular or reserve equipment. All of the foregoing shall be subject to the departmental rules on maintenance.
- Personal Protective Equipment (PPE). The City shall issue to all members of the Fire Fighting Division NEPA 1971 compliant PPE, consisting of two (2) coats, two (2) trousers, one (1) pair of boots, two (2) pairs of gloves, two (2) hoods, one helmet, and one (1) face piece.
- Blankets, Pillows. All 24-hours non-civilian employees of the Department shall be issued two (2) blankets and one (1) pillow as part of their personal issue which blankets and pillow shall be replaced by the City as needed.
- Exhaust Systems. All Fire stations shall have exhaust systems installed, one (1) per assigned rig. Exhaust systems need not be direct capture.
- Fire Helmet. The Department shall issue a NFPA compliant fire helmet in accordance with the recommendations of the Health and Safety Committee.
- Rescue Bags. The City shall purchase air rescue bags for each TMS unit.
- Prep Radios. The Fire Prevention Section Inspectors shall be issued prep radios to be used during their tours of duty.
- The two (2) sets of turnout gear (i.e., two (2) fire coats, two (2) bunker pants, two (2) pairs of fire boots, and two (2) pairs of fire gloves) to be provided by the City



to each member pursuant to this Agreement shall conform to current NFPA standards, and shall be cleaned and replaced in accordance with current NFPA standards. The City shall provide, clean, and replace said turnout gear either directly to the member, or through a leasing program.

- Any member who does not have at least one (1) complete set of NFPA – compliant gear shall be assigned a non-firefighting assignment with no change in work schedule, pay or benefits.
- For those members not receiving an annual uniform allowance, the City shall provide initially (6) sets of station wear that meet current NFPA standards and Department standards, and the City shall replace two (2) sets each year beginning one (1) year following the initial provision. The six (6) sets shall include six (6) pants and six (6) shirts. For new Employees, a set of four (4) pants and four (4) shirts shall be issued upon graduation from the Academy; the remaining set of two (2) pants and two (2) shirts shall be issued upon passing probation. The City shall provide and replace said station wear either directly to the member, or through a leasing program.
- Employees may purchase station wear that conforms to Department specifications from a vendor of their choice.

C. Prophylactic Inoculations.

1. Employees working in a Medical First Responder or Emergency Medical Technician role will be required to have inoculations as required by their level of certification or licensure and such inoculations will be at the City's expense.
2. Upon notification to the Employer by the Employee, Employees on a voluntary basis shall be granted, at the Employer's expense, prophylactic inoculations for:
  - a. Hepatitis B (HBV), and
  - b. As prophylactic inoculations become available, for:
    - i. Additional strains of Hepatitis;
    - ii. Human Immunodeficiency Virus (HIV) related conditions; and
    - iii. Acquired Immune Deficiency Syndrome (HIV) antibody positive conditions.
3. Upon notification to the Employer by the Employee that he/she is significantly exposed in the course of duty to the risk of transmission of disease, as defined by the U.S. Center for Disease Control, from a person determined to have a disease of a contagious or infectious nature, the Employee on a voluntary basis, shall be granted, at the Employer's expense, medically necessary tests and/or screening, and prophylactic treatment.

D. Haz Mat Unit.

1. HazMat1. The Department may designate a Hazardous Materials Team ("HazMat 1") as a specialized unit responsible for stopping/containing releases of hazardous materials, responding to non-hazardous materials incidents, and other duties as may be designated by the Department. HazMat 1 will operate as an "at large team." All employees of the Department with the necessary HazMat training and certification shall be eligible for membership on the HazMat team. The location of HazMat 1 shall be determined by the Department.
2. Department Policies. The Department may establish rules, policies, procedures and requirements regarding the operation of HazMat 1, including but not limited to staffing, scheduling, training, job content and responsibilities, uniforms and safety gear. Such rules, procedures, and requirements shall be established in order to ensure, among other things, the safe, efficient, effective, and legally compliant operation of the Unit.
  - a. Only charged time off allowable under the terms of this Agreement will be recognized as a reason not to work prescheduled days at HazMat 1.
  - b. Not available (N/A) shall not be a permitted excuse not to work a scheduled assignment at the HazMat 1 or its assignments. When a member is assigned to the HazMat 1 or its assignments, work reliefs must be with the HazMat 1 Regular or Reserve Roster Employees.
  - c. By assignment, the Training Academy shall be the official keeper of the HazMat training records. Duplicate copies shall be forwarded to the HazMat 1 quarters and to the Office of the Chief of Fire Department. All records will be secured and readily available for inspection by Regular and/or Reserve Roster Employees. Any disputes regarding training records shall first be discussed with the Training Academy and if such dispute is not resolved, subsequently may be lodged through proper channels to the Chief of Fire Department and the DFFA for quick resolution.
3. Rosters
  - a. The Department shall maintain a Regular Roster of certified HazMat Technicians who are designated as part of HazMat 1.
  - b. The Department shall maintain a Reserve Roster of certified HazMat Technicians for purposes of filling vacancies in HazMat 1.
  - c. The above-mentioned Rosters shall be staffed in accordance with the needs of the Department and shall include up to a maximum of one hundred (100) certified HazMat Technicians. The Department shall balance the Rosters between both units and shifts by inverse seniority such that the HazMat 1 team roster will be staffed with fifty (50) certified

HazMat technicians and the HazMat 1 Reserve Roster shall be staff with fifty (50) certified HazMat technicians. However, the City shall not be obligated to restore staffing to 100 until the staffing drops to 85. Balancing may occur by inverse seniority order, at the Department's discretion, as often as once every transfer list.

- d. Employees on the Regular and Reserve Roster will continue to be assigned to a rostered Fire company and shall be able to work on such company with the same rights as other Employees in good standing in the Detroit Fire Department.
- e. Employees electing to include their names on the Regular Roster or the Reserve Roster shall sign a one (1) year commitment letter, which may be revoked only by written request submitted to the Chief of the Fire Fighting Division, and which shall be effective no less than thirty (30) days after the date of such written request. Employees on any step of attendance control are ineligible for placement on the Regular Roster or the Reserve Roster.
- f. To the extent that there are vacancies on the Regular Roster as determined by the Department, vacancies shall be first filled by Employees on the Reserve Roster in accordance with length of service on the HazMat 1 team. In the event that there are insufficient Employees on the Reserve Roster, the Department will post the available vacancies. If the Department is unable to staff HazMat 1 with four (4) Department-certified HazMat Technicians, the Department may operate HazMat 1 with the available certified technicians, but only on an advisory basis. All hazardous materials response activity may be outsourced in the event that there is insufficient interest on the part of Employees to maintain an adequately staffed Reserve Roster as determined by the Department.
- g. Employees on the Regular Roster shall receive a stipend of two hundred dollars (\$200) per month in addition to their regular pay. Reserve Roster Employees detailed to HazMat 1 will receive twenty dollars (\$20) per work day actually worked in addition to their regular pay. Stipends shall be paid on a quarterly basis.

4. Training.

- a. All required hazardous material response training shall be administered by the Department's training facility or pre-approved by the Chief of the Training Academy and the Chief of the Fire Fighting Division.
- b. Yearly certifications shall be required to remain on the HazMat 1 Regular Roster and/or Reserve Roster. Yearly certification can be completed through the team only with the express permission of the Department. Written advance notice & approval must be obtained prior to any yearly

certification to remain on the HazMat 1 Regular Roster and/or Reserve Roster. All costs associated with training and certification shall be at the City's expense.

- c. To the extent that Employees need to complete training during working hours, the Department will reasonably adjust work schedules, with the exception of furloughs and extra vacation days.

5. Details to HazMat 1

- a. There shall be no permanent details to HazMat 1. Details to HazMat 1 shall be distributed as equally as possible among Employees on the HazMat 1 Regular and Reserve Roster. The Senior HazMat 1 Captain shall be responsible for scheduling Regular and Reserve Employee detail to HazMat 1 thirty (30) days in advance of the detailed work day. Regular and Reserve Employees will submit any changes, when possible in his/her normal work schedule, when applicable (i.e., furlough, extra vacation days, Kelly changes, etc.) prior to scheduling work days. This schedule shall be posted at HazMat 1 quarters. Not Available ("N/A") shall not be allowed as an excuse not to work scheduled details at HazMat 1 or its assignments.
- b. Employees assigned or detailed to HazMat 1 may utilize work reliefs, except while working overtime, and may only be relieved by Employees on the Regular Roster or the Reserve Roster. In cases of titled personnel that are contractually obligated to Department "swings" or other details, they shall be accommodated to serve on the HazMat 1 team first. Rostered Employees shall be obligated to HazMat, thereby forfeiting out-of-grade situations. A HazMat-trained medical response unit will be notified to respond to incident locations when needed and perform duties in compliance with DFD Standard Operating Procedures; including pre and post monitoring of HazMat personnel working in the "hot zone."

**27. SUBSTANCE ABUSE**

Employees subject to this Agreement will be subject to substance abuse testing in accordance with policies and procedures implemented by the Department. Such policies and procedures will not be changed without providing advance notice to the Association. The penalty for testing positive for any illegal drug will be discharge. Although not obligated to do so, the Executive Fire Commissioner may offer any Employee who violates a Substance Abuse Policy a Last Chance Agreement, in lieu of discharge.

**28. WORKPLACE VIOLENCE**

The parties recognize that workplace violence by Employees threatens the safety of Employees and the public and is detrimental to the provision of fire service. Pursuant to the City's zero tolerance against workplace violence, the City shall have the right to promulgate, alter, and/or amend disciplinary policies prohibiting workplace violence, and the Department may

promulgate, alter, and/or amend penalties up to and including discharge, for violation of those policies. Such policies and procedures shall not be changed without providing advance notice to the Union.

## **29. EXTENT OF AGREEMENT/SAVINGS CLAUSE**

If any article or section of this Agreement or any supplements thereto, should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

### 30. DURATION

This Agreement shall be effective and binding on the Union and the City as of November 6, 2014 ("Effective Date"), and shall continue in full force and effect through June 30, 2019 (the "Term"). This Agreement, including the Term, shall be incorporated into and become a part of both the plan of adjustment and order confirming the plan of adjustment, and the Agreement shall be subject to the post-confirmation ongoing jurisdiction of the Bankruptcy Court for the full Term, including without limitation, whatever jurisdiction the Bankruptcy Court's retains to enforce the Term. This Agreement, including specifically, the Term, shall be duly authorized and approved by and consented to by the State Treasurer and the Mayor of the City of Detroit, with these consents reflected by duly authorized signatures.

If either party desires to modify this Agreement, it may give written notice to the other party during the month of March 2019.

In the event that the Department and the Association fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic items by June 30, 2019, this Agreement will remain in effect on a day-to-day basis. Either party may terminate this Agreement by giving the other party a ten (10) day written notice on or after June 30, 2019.


IN WITNESS WHEREOF, the parties hereto have affixed their signatures below:

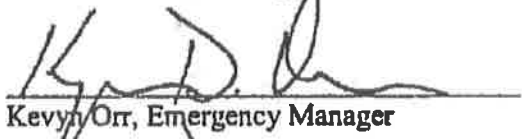
Dated this 6 day of November, 2014.

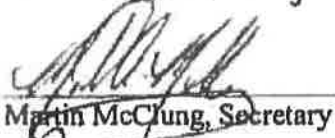
DETROIT FIRE FIGHTERS ASSOCIATION: CITY OF DETROIT:

  
Jeffrey Pegg, President

  
Michael E. Duggan, Mayor

  
Teresa Singleton, Vice President

  
Kevyn Orr, Emergency Manager

  
Martin McClung, Secretary

  
Edsel Jenkins, Executive Fire Commissioner

  
Robert Shinske, Treasurer

  
Michael A. Hall, Labor Relations

  
Office of the State Treasurer, Michigan

**SCHEDULE I  
CITY OF DETROIT  
AND  
DETROIT FIRE FIGHTERS  
ASSOCIATION  
(See Article 2)**

**RE: Classifications Represented:**

**A. Non-Civilians:**

1. 24-Hour Personnel

Senior Chief Battalion  
Fire Chief Fire Captain  
Fire Captain/EMT  
Fire Captain/Paramedic  
Fire Lieutenant  
Fire Lieutenant/EMT  
Fire Lieutenant/Paramedic  
Fire Sergeant  
Fire Sergeant/EMT  
Fire Sergeant/Paramedic  
Fire Engine Operator  
Fire Engine Operator/EMT  
Fire Engine Operator/Paramedic  
Fire Fighter Driver  
Fire Fighter Driver/EMT  
Fire Fighter Driver/Paramedic  
Fire Fighter  
Fire Fighter/EMT  
Fire Fighter/Paramedic  
Boiler Operator - High Pressure  
24 Hour Service – Interim

2. 8-and 10-Hour Personnel

Chief of Fire Operations  
Fire Marshal  
Deputy Fire Chief  
Chief of Fire Prevention  
Supervisor of Fire Department Training School  
Fire Investigator Chief – Arson  
Chief of the Community Relations Division  
Chief of Plans and Examinations  
Assistant Fire Department Community Relations Coordinator - Captain

Fire Training School Instructor - Captain  
Fire Investigator - Captain  
Senior Fire Prevention Inspector  
Senior Fire Prevention Instructor  
Plan Examiner - Fire Protection  
Fire Training School Instructor - Lieutenant  
Community Relations Officer – Lieutenant  
Fire Investigator - Lieutenant  
Fire Prevention Inspector  
Fire Prevention Instructor

**B. Communications Division Personnel - Civilians:**

Supervising Fire Dispatcher  
Assistant Supervising Fire Dispatcher  
Senior Fire Dispatcher  
Fire Dispatcher  
Senior Assistant Fire Dispatcher  
Assistant Fire Dispatcher

**C. Emergency Repairman - Non-Civilians:**

Apparatus Emergency Mechanic

**D. Fire Boat - Civilians:**

Fire Boat Mechanic

**E. Fire Boat - Non Civilians:**

Fire Boat Operator  
Fire Boat Deckhand



**EXHIBIT 1**

**DETROIT FIRE FIGHTERS ASSOCIATION  
WAGE INCREASE AND STEP INCREMENT SCHEDULE**

**FIRE FIGHTER**

Equivalent to Boiler Operator – High Pressure – 24 Hour Service Interim; Assistant Fire Dispatcher.

	Current	7.5% Effective 1 <sup>st</sup> Payroll Period after Effective Date of this Agreement	0% Effective July 1, 2015	2.5% Effective July 1, 2016	2.5% Effective July 1, 2017	2.5% Effective June 30, 2018
<b>Minimum</b>	\$29,352	\$31,553	\$31,553	\$32,342	\$33,151	\$33,980
<b>Upon Completion of Fire Academy</b>	\$30,352	\$32,553	\$32,553	\$33,342	\$34,151	\$34,980
<b>1<sup>st</sup> Year</b>	\$33,064	\$35,544	\$35,544	\$36,433	\$37,343	\$38,277
<b>2<sup>nd</sup> Year</b>	\$36,776	\$39,535	\$39,535	\$40,523	\$41,536	\$42,574
<b>3<sup>rd</sup> Year</b>	\$40,489	\$43,525	\$43,525	\$44,613	\$45,729	\$46,872
<b>4<sup>th</sup> Year</b>	\$44,201	\$47,516	\$47,516	\$48,704	\$49,921	\$51,169
<b>5<sup>th</sup> Year</b>	\$47,913	\$51,506	\$51,506	\$52,794	\$54,114	\$55,467

**FIRE FIGHTER DRIVER (5.00073% above Fire Fighter)**

	Current	7.5% Effective 1 <sup>st</sup> Payroll Period after Effective Date of this Agreement	0% Effective July 1, 2015	2.5% Effective July 1, 2016	2.5% Effective July 1, 2017	2.5% Effective June 30, 2018
	\$50,309	\$54,082	\$54,082	\$55,434	\$56,820	\$58,241

**FIRE SERGEANT**

Equivalent to Fire Engine Operator; Operator of Aerial Tower or Platform Apparatus; Senior Assistant Fire Dispatcher.

	Current	7.5% Effective 1 <sup>st</sup> Payroll Period after Effective Date of this Agreement	0% Effective July 1, 2015	2.5% Effective July 1, 2016	2.5% Effective July 1, 2017	2.5% Effective June 30, 2018
<b>Minimum</b>	\$54,781	\$58,890	\$58,890	\$60,362	\$61,871	\$63,418
<b>Maximum</b>	\$55,274	\$59,420	\$59,420	\$60,905	\$62,428	\$63,988

**FIRE LIEUTENANT**

Equivalent to Fire Training School Instructor – Lieutenant; Fire Community Relations Officer – Lieutenant; Fire Investigator – Lieutenant; Fire Prevention Instructor; Fire Prevention Inspector; Fire Dispatcher.

	Current	7.5% Effective 1 <sup>st</sup> Payroll Period after Effective Date of this Agreement	0% Effective July 1, 2015	2.5% Effective July 1, 2016	2.5% Effective July 1, 2017	2.5% Effective June 30, 2018
<b>Minimum</b>	\$59,222	\$63,664	\$63,664	\$65,255	\$66,887	\$68,559
<b>1<sup>st</sup> Year</b>	\$59,716	\$64,195	\$64,195	\$65,800	\$67,445	\$69,131
<b>2<sup>nd</sup> Year</b>	\$60,210	\$64,726	\$64,726	\$66,344	\$68,002	\$69,703
<b>3<sup>rd</sup> Year</b>	\$60,704	\$65,257	\$65,257	\$66,888	\$68,560	\$70,274
<b>4<sup>th</sup> Year</b>	\$61,196	\$65,786	\$65,786	\$67,430	\$69,116	\$70,844

**SENIOR FIRE DISPATCHER (Arithmetic mean (rounded to the next highest whole dollar) of the salaries for the classifications of Fire Lieutenant and Fire Captain)**

	<b>Current</b>	<b>7.5% Effective 1<sup>st</sup> Payroll Period after Effective Date of this Agreement</b>	<b>0% Effective July 1, 2015</b>	<b>2.5% Effective July 1, 2016</b>	<b>2.5% Effective July 1, 2017</b>	<b>2.5% Effective June 30, 2018</b>
<b>Minimum</b>	\$62,925	\$67,644	\$67,644	\$69,335	\$71,069	\$72,846
<b>1<sup>st</sup> Year</b>	\$63,419	\$68,175	\$68,175	\$69,879	\$71,626	\$73,417
<b>2<sup>nd</sup> Year</b>	\$63,912	\$68,705	\$68,705	\$70,423	\$72,184	\$73,988
<b>3<sup>rd</sup> Year</b>	\$64,406	\$68,236	\$68,236	\$70,967	\$72,741	\$74,560
<b>4<sup>th</sup> Year</b>	\$64,899	\$69,766	\$69,766	\$71,511	\$73,298	\$75,131

**FIRE CAPTAIN**

Equivalent to Fire Training School Instructor – Captain; Plan Examiner – Fire Protection; Fire Investigator – Captain; Senior Fire Prevention Instructor; Senior Fire Dispatcher; Senior Fire Prevention Inspector; Assistant Community Relations Coordinator.

	<b>Current</b>	<b>7.5% Effective 1<sup>st</sup> Payroll Period after Effective Date of this Agreement</b>	<b>0% Effective July 1, 2015</b>	<b>2.5% Effective July 1, 2016</b>	<b>2.5% Effective July 1, 2017</b>	<b>2.5% Effective June 30, 2018</b>
<b>Minimum</b>	\$66,626	\$71,623	\$71,623	\$73,414	\$75,249	\$77,130
<b>1<sup>st</sup> Year</b>	\$67,119	\$72,153	\$72,153	\$73,957	\$75,806	\$77,701
<b>2<sup>nd</sup> Year</b>	\$67,612	\$72,683	\$72,683	\$74,500	\$76,362	\$78,272
<b>3<sup>rd</sup> Year</b>	\$68,105	\$73,213	\$73,213	\$75,043	\$76,919	\$78,842
<b>4<sup>th</sup> Year</b>	\$68,598	\$73,743	\$73,743	\$75,586	\$77,476	\$79,413

**BATTALION FIRE CHIEF (18.59967% above Fire Captain)  
Equivalent to Assistant Supervising Fire Dispatcher.**

	Current	7.5% Effective 1 <sup>st</sup> Payroll Period after Effective Date of this Agreement	0% Effective July 1, 2015	2.5% Effective July 1, 2016	2.5% Effective July 1, 2017	2.5% Effective June 30, 2018
	\$81,357	\$87,459	\$87,459	\$89,645	\$91,886	\$94,184

**SENIOR CHIEF (11.58229% above Battalion Fire Chief)  
Equivalent to Chief of Fire Prevention; Fire Investigator Chief - Arson; Chief of the Training Division; Supervising Fire Dispatcher – Chief; Chief  
of the Community Relations Division; Chief of Plans and Examinations (f/k/a Fire Protection Engineer).**

	Current	7.5% Effective 1 <sup>st</sup> Payroll Period after Effective Date of this Agreement	0% Effective July 1, 2015	2.5% Effective July 1, 2016	2.5% Effective July 1, 2017	2.5% Effective June 30, 2018
	\$90,780	\$97,589	\$97,589	\$100,028	\$102,529	\$105,092

**DEPUTY FIRE CHIEF (4.49328% above Senior Chief)**

	Current	7.5% Effective 1 <sup>st</sup> Payroll Period after Effective Date of this Agreement	0% Effective July 1, 2015	2.5% Effective July 1, 2016	2.5% Effective July 1, 2017	2.5% Effective June 30, 2018
	\$94,859	\$101,973	\$101,973	\$104,523	\$107,136	\$109,814

**CHIEF OF FIRE OPERATIONS (8.62649% above Deputy Fire Chief)**

	Current	7.5% Effective 1 <sup>st</sup> Payroll Period after Effective Date of this Agreement	0% Effective July 1, 2015	2.5% Effective July 1, 2016	2.5% Effective July 1, 2017	2.5% Effective June 30, 2018
	\$103,042	\$110,770	\$110,770	\$113,539	\$116,378	\$119,287

**FIRE MARSHAL (6.60022% above Chief of Fire Operations)**

	Current	7.5% Effective 1 <sup>st</sup> Payroll Period after Effective Date of this Agreement	0% Effective July 1, 2015	2.5% Effective July 1, 2016	2.5% Effective July 1, 2017	2.5% Effective June 30, 2018
	\$109,843	\$118,081	\$118,081	\$121,033	\$124,059	\$127,161

## EXHIBIT II

### CITY OF DETROIT AND DETROIT FIRE FIGHTERS ASSOCIATION

#### *Promotions language for Fire Fighter Drivers and Fire Engine Operators*

1. **Effective July 1, 2015.** Promotions to Fire Fighter Driver and Fire Engine Operator shall be made as follows:

- a. The sequence of promotions shall be:
  - i. Fire Fighter to Fire Fighter Driver
  - ii. Fire Fighter Driver to Fire Engine Operator.
- b. Qualifications for promotion to Fire Fighter Driver shall be as follows:
  - i. Shall be most senior on official Department Fire Fighter Driver applicant list.

**Note:** Placement on the Fire Fighter Driver applicant list shall occur as follows: At the discretion of the Fire Commissioner, a period of time shall be declared open for Employees with at least two (2) years of seniority in the Department to submit an application to the Fire Commissioner to be placed on the Fire Fighter Driver applicant list. At the close of such period of time, all applications shall be placed in the order of the Employee's seniority in the Fire Fighting Division and the names of the applicants shall be placed on the Fire Fighter Driver applicant list in such order, at which time the list shall be closed until the list of names drops below a level determined to be necessary by the Fire Commissioner.

- ii. Shall be certified by the Training Academy as a qualified driver.
- iii. Shall successfully pass a physical examination including passing a drug test by a City-designated physician subject to the Department's substance abuse policy.
- iv. Shall not exceed the driving standards specified in the Eligibility Standards for Driving Assignments issued by the Human Resources Department.

**Note:** The operator of the Tiller is subject to the above-stated qualifications and shall be classified as a Fire Fighter Driver or Fire Fighter Driver Applicant.

- v. Completion of an Emergency Vehicle Operator's course as may be established by the Department. The Department shall pay Employees at their normal rates of pay for time spent completing the Emergency Vehicle Operator's course.
- c. Qualifications for promotion to Fire Engine Operator shall be as follows.
  - i. Shall be the most senior Fire Fighter Driver on official Department Fire Fighting Driver list.
  - ii. Shall successfully pass a physical examination including passing a drug test by a City-designated physician subject to the Department's substance abuse policy.
  - iii. Shall not exceed the driving standards specified in the Eligibility Standards for Driving Assignment issued by the Human Resources Department. After July 1, 2015, Employees may be required to successfully complete a training course for FEOs developed and implemented by the Department. The Department shall pay Employees at their normal rate of pay for time spent completing the FEO training course. The Department shall provide the DFFA with six (6) months notice prior to implementing any required training course for FEO.

**Note:** Driver Applicants, Fire Fighter Drivers, and Fire Engine Operators are required to meet and maintain the above driving standards to be eligible to continue in their respective positions. In addition, all Employees in driving classifications must have a current valid driver's license to be eligible to continue in their respective positions. Persons who do not have a current valid driver's license or, who fail to maintain the above standards shall be removed from the driving position.

Relationship to Fire Fighting Division Seniority: When, due to seniority on the Fire Fighter Drivers list, and after completion of the Emergency Vehicle Operator's course, an Employee is eligible for promotion to the rank of Fire Engine Operator, the Employee shall have the option of taking the promotion to Fire Engine Operator. However, should the Employee decline the promotion to Fire Engine Operator, he/she shall retain all seniority relative to the rank of Fire Sergeant, but shall automatically be demoted to the rank of Fire Fighter and removed from the FFD list. Upon promotion to the rank of Fire Engine Operator, he/she shall remain eligible for a promotion to the rank of Fire Sergeant based on seniority accrued prior to the date the Employee was promoted to Fire Engine Operator. Such election of options must be made in writing to the Executive Fire Commissioner.